Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CONTENTS.

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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

THE COURT OF APPEAL No. 2 is likely to be at liberty before long to assist the other division. After the Apollinaris cases have been decided there remain in their list only ten appeals, including all the appeals that have been set down since the Long Vacation. These latter are singularly few—only four in number, including an interlocutory appeal.

WE REFERRED in a recent issue to the fact that a joint committee of the Council of the Incorporated Law Society and the London Chamber of Commerce had been appointed to consider the Judicature Acts and Rules, with a view to improvement in the procedure of the Supreme Court. There is another joint committee now sitting, consisting of members of the Bar Committee and the Incorporated Law Society, to make suggestions for the improvement in chancery practice; and we do not understand why the Bar Committee is left out of the wider scheme of inquiry. It is assumed that this is only an oversight, and that the Bar Committee will be asked to co-operate with the Council of the Incorporated Law Society and the London Chamber of Commerce. The Chamber of Commerce cannot know so much about the procedure of the court and its defects as the Bar Committee, and the sooner the latter body is called into council the better it will be for any suggestions which may be put forward.

THE ARBITRATION ACT, 1889, s. 15, sub-section 3, enacts that "the remuneration to be paid to any special referee or arbitrator to whom any matter is referred under order of the court or a judge shall be determined by the court or a judge"; but fails to indicate the method by which such determination is to be obtained. In a recent case in chambers on the common law side (probably the first application under the above provision) the application was made to a master by a summons issued at the instance of the arbitrator, and served upon the parties interested, the master exercising, under rule 8 of the Rules of December, 1889, the jurisdiction and powers conferred by the Act on a court or judge: whereupon a "determination" of the arbitrator's remuneration was arrived at. The procedure by summons appears to be a satisfactory manner of obtaining the decision desired, and it is in consonance with R. S. C., 1883, ord. 54, r. 1, which directs that every application at chambers, not made *ex parte*, shall be made by summons. So far it has been open to doubt whether it might not be sufficient to obtain an appointment from a master, and then serve notice of the same upon the parties interested, assimilating the procedure to that pursued on a taxation including an allowance of counsels'

fees, to which latter the determination of the arbitrator's remuneration bears analogy. It will be noted that this determination of the arbitrator's fees prevails only where the matter is referred "under order of the court or a judge."

THE "WEEKLY NOTES" of last Saturday contains an authoritative announcement confirming, with some modifications, the rumour with regard to the new series of the *Law Reports* we mentioned on the 8th inst. The mode of citation for the different series is to be—1891, 1 Q. B.; 1891, 1 Ch.; 1891, P.; 1891, A. C. Therefore, in place of "25 Q. B. D. 1," we shall have "1891, 1 Q. B. 1"—that is, eight letters in place of six. In place of "45 Ch. D. 1," we shall have "1891, 1 Ch. 1"—that is, seven signs in place of five. And, henceforth, in the footnotes to law books we shall see something like the following pleasing array of figures and symbols:—

See *Jones* v. *Smith*, 1891, 1 Q. B. 103; on app. 1892, 2 A. C. 206; *Brown* v. *Robinson*, 1893, 2 Q. B. 412; on app. 1894, 1 A. C. 874.

It is to be remembered that the signs "1 Ch." and "1 Q. B." correspond with the ordinary designation of Chancery Appeal cases and Queen's Bench cases in the first series of the *Law Reports*, so that if, by any chance, the year should be omitted in citation in court or in print, confusion is certain to ensue. But of all the designations ever suggested—except, perhaps, the celebrated "Misc. Div."—the strangest is that of "1891, P." Fancy an American reader of a work on Divorce coming to a reference to "*Snooks* v. *Snooks* (1891, P.)"! He will either conclude that the figures and letter are the reference to the action on the record; or will send to all the libraries in his city for "P.'s reports."

THE HARDY ANNUAL, known by the fancy name of "A Bill for facilitating and cheapening the transfer of land in England," has failed to come up this year; but its place in the Queen's Speech is occupied by a new seedling, of apparently smaller growth, described as a Bill "for the extension of facilities for purchasing small parcels of land in Great Britain." There has been much speculation as to the genus to which this interesting novelty belongs. Some people are disposed to consider that it relates to allotments, but there appears to be little in its title to support this view. The title of the measure refers only to facilities for "purchasing," and does not refer to allotments, but to "small parcels of land." It would appear, however, that it is an "extension" of some existing "facilities"; and we do not think it is rash to predict that it will be in some way or other connected with the Land Registry Office. The *Times*, in a leading article, described it as "a Bill dealing with land registration." The only consideration which makes us doubtful as to this is the fact that the facilities are to be for purchase of land "in Great Britain," from which it would appear that the measure extends to Scotland. What extension of "facilities" can be contemplated we can hardly venture to surmise. Of course the most important extension of facilities for "purchasing" small plots would be for the Land Registry Office to provide the purchase-money, or for the Government to remit the stamp duty on the conveyance. But as the measure is only to be introduced "in case time for further legislation can be found," it is not impossible that curiosity as to its provisions may remain unsatisfied during the present session.

OF COURSE it does not follow that, because the Land Transfer Bill is not mentioned in the Queen's Speech, it may not be reintroduced. But we are inclined to think that the event is not in contemplation. Our main reason for this opinion is the appearance in the *Pall Mall Gazette* of the 24th inst. of two paragraphs, in which we fancy we trace an able official hand. We do not think that so frank an avowal of the real object of the Land Transfer Bill, and so complete a confirmation of the moral we deduced from the now famous "notice" issued by the office, would have appeared unless all hope of the passing of the Bill had been abandoned. As the paragraphs may be useful on future occasions, we reproduce them for the information and amusement of our readers [the italics are our own]:—"Another great case of fraud in dealings with land, reported last week, makes us glad to learn that people are beginning to make more use of the Land Registry in Staple-inn, one of the uses of which institution will be to render such accidents practically impossible. The Government department to which we refer has for a long time been doing a considerable amount of good work in a quiet way, and during the last two years the number of fresh applications to register has gone up in a very remarkable manner. But there seems no reason why the office should not do yet a great deal more—as an almost limitless field lies open for its operations. Its object is to reform the system of conveyancing in this country—to substitute speed, cheapness, safety, and order for the delay, expense, risk, and confusion which now prevail. The cost of selling a registered estate is *nil*, the cost of buying one is about a quarter of the usual costs now paid, the time occupied two or three days, a parliamentary title is given to the buyer, and the system, being founded on the stock and shipping registers, *can easily be understood by any intelligent business man*. All persons having land intended more or less remotely for sale should register their titles first: for building estates the saving is obviously enormous. Only one doubt occurs to the mind. When land is first placed on the register the title has to be officially examined. Is not this rather an ordeal? This doubt is disposed of by a recent parliamentary return. On scanning the list of cases, values, and total costs of each case there given, it appears that the expense of registering an "absolute" title in the first instance is *rather less than half what a landowner has to disburse for the ordinary legal preparations for a sale*. The soundness of our advice above given is therefore clear. All landowners intending to sell should take their titles to the registry beforehand. They will thus save much expense to themselves, and have a better commodity to offer to the buyer. *There are no fees for inquiries*, nor (except a few shillings) for lodging an application. About three months from start to finish should be allowed for carrying a case through. After this we shall not pity *the victims of conveyancer's bills*—they suffer by their own voluntary neglect to use the Land Registry."

WE NEED hardly ask for the address of the president of the Liverpool Incorporated Law Society, which we report elsewhere, the careful attention of the profession. The Liverpool Society not only represents the opinion of a great body of commercial lawyers, hardly second in importance to the lawyers of the City of London, but it has for many years had the advantage of the presence on its committee of men of remarkable ability and independence of judgment. Moreover, its members are constantly brought into contact with men of business who want their work done economically and so as to suit their convenience, but, above all things, rapidly done. There is, therefore, the strongest incentive to this society to support any change which is likely to tend to the convenience of the public in the above respects, although it may possibly not be in the interests of the profession in general. There is no tendency on the part of this society to uphold any existing institution or practice on the ground that it has been long established, and has done very well hitherto. Hence it is to the Liverpool Society, if anywhere, that we may look for an independent opinion as to the schemes recently put forward for the transaction of the conveyancing business of the country, and the administration of trust estates, by officials. What is the judgment of this society as expressed by the president? Why, that "the *public* were to be congratulated rather upon the non-introduction or withdrawal of measures than upon actual legislation. He referred more particularly to the Land Transfer Bill and the Public Trustee Bill. . . . The tendency of the two measures named would be to appoint officials to conduct the conveyancing business of the country and the administration of trust estates. Officialism was an evil that would seriously affect the profession, *but would more seriously affect the public*." We think that this declaration is very well-timed. Thanks to the action of the Council of the Incorporated Law Society, solicitors are fully alive to the evils which will ensue to the profession and the public from the passing of a compulsory Land Transfer Bill, but we do not think that they are awake to the results of the introduction of officialism into the domain of the administra-

tion of trust estates. There is a tendency (encouraged, we are afraid, by the connection of the profession with the trustee companies) to regard with indifference, or perhaps with favour, the establishment of a public trustee. It is forgotten that in many cases resort to him will be practically compulsory under the provisions of last session's Bill, and that, even if this were not so, an official with a large staff must necessarily do his best to shew a *raison d'être* for his existence. He will advertise, obtain the insertion of articles in newspapers, and adopt every means in his power to induce the unwary public to walk into his parlour. The fees he obtains from the public will be so much taken from the remuneration of solicitors.

MR. HAWKINS' observations on the decline of business in the courts are not less important. No one can doubt that he indicates the root of the matter when he says that the reason for the preference for arbitration is the swiftness of decision; and the wonder is that the authorities fail to appreciate the truth of his remark that the cost of one, two, or three additional judges could only be a percentage on the enormous loss to the community by the delay in adjusting rights between litigants. But, apart from this, there is reason to suppose that not a little of the prevalent dislike to resort to the courts is due to the cause which Mr. GRAY HILL, as usual, put in a nutshell when he said that "if the judges would conduct the business of litigation as the directors of a great steamship company or a great railway company conducted their business—that was to say, with a view to the convenience of those who sought their services—then, no doubt, the public would respond and would come before the judges more frequently. The list for the day was filled with causes far more numerous than could be got through in the day under ordinary circumstances, with the result that parties and their witnesses were kept hanging about at enormous expense. In this state of things it was only natural that the litigant should keep away." The notion, in fact, of conducting judicial business in certain courts is nearly as primitive as the dragoman's ideas of the arrangements of a Liverpool solicitor's office, recounted in an uncommonly amusing and interesting work, "With the Beduins," just issued.

> "George wants to come to England with us and to help me at my office.
> 'What would you do there, George?'
> 'I stand at the door with my sword. This man come in, I let him come—this man go out, I put him out.'"

NO ONE will deny the learning and ability displayed in the elaborate judgment pronounced by the Archbishop of CANTERBURY in the Bishop of LINCOLN'S case, but the treatment which has been given to the recent decisions of the Privy Council may lead to somewhat disastrous results. The decisions in point are three in number, and were given in the suits of *Martin* v. *Mackonochie* (1868, 2 P. C. 365), *Hebbert* v. *Purchas* (1871, 3 P. C. 605, heard originally as *Elphinstone* v. *Purchas*), and *Ridsdale* v. *Clifton* (1877, 2 P. D. 276). In the first of these it was decided that the use of lighted candles on the Communion table during the celebration of the Holy Communion, when not wanted for the purpose of giving light, is illegal. This was upon the ground that, whether they were to be regarded as a ceremony or as ornaments, they were equally forbidden. The Archbishop decides that they do not constitute a rite or ceremony, but with the objection to them as ornaments he does not appear to deal. At any rate, he holds the use of them to have been originally lawful, and never to have been forbidden. As to the use of the mixed chalice, where the mixing takes place before the service, the divergence of opinion is equally striking, though here it is grounded on historical considerations. In *Hebbert* v. *Purchas* the Privy Council held the practice to be illegal, saying that "neither Eastern nor Western Church, so far as the committee is aware, has any custom of mixing the water with wine apart from and before the service." The Archbishop, on the other hand, in declaring in favour of the practice, says, "There can be no doubt that in the Eastern and Greek Churches the custom was (except in Armenia) to mix water with the wine before the service, and, as a rule, at the credence or in the vestry," and he finds traces of its prevalence also in the Western Church. From a technical point of view these are the two most important matters in the judgment, since they directly contradict the law as laid down by the Privy Council. The singing of the "*Agnus*," which the Archbishop allows, was held to be unlawful in the second suit of *Martin* v. *Mackonochie* (1874, 4 Ad. & Ecc. 279), but that was a decision only of the Court of Arches. As to the eastward position, a great deal was said by the Privy Council both in *Hebbert* v. *Purchas* and *Ridsdale* v. *Clifton*, and no doubt was felt as to the disputed expression "north side" being properly applicable to the north end of the table where this is placed altarwise; but in the latter case the Judicial Committee declined to hold the clergyman penally liable unless it was also proved that his position interfered with the communicants' view of the "manual acts." As to the necessity of these being seen, the Archbishop agrees with the Privy Council, and his decision that the making of the sign of the cross in the Absolution and Benediction is unlawful, coincides also with that of the Court of Arches in *Elphinstone* v. *Purchas* (3 Ad. & Ecc. 66).

THE ARCHBISHOP appears to base his refusal to be bound by the decisions of the Privy Council on the course taken by the Judicial Committee itself in *Ridsdale* v. *Clifton*. It is true that in that case the previous decisions of the same court were held to be subject to review, and therein it was considered to differ from courts whose business is to determine questions of civil rights, and especially rights of property. "In proceedings," it was said, "which may come to assume a penal form, a tribunal, even of last resort, ought to be slow to exclude any fresh light which may be brought to bear upon the subject." Accordingly the court consented to hear arguments in opposition to its previous decision in *Hebbert* v. *Purchas*. But it by no means follows that a court of first instance can thus admit fresh considerations for the sake of reviewing a decision of a court of appeal. In ordinary circumstances it seems clear that it cannot, and, apart from the position of the eminent ecclesiastic whose judgment is in question, the present case seems to suggest no ground of difference. It can hardly be questioned that the Archbishop's court is one merely of first instance, and that an appeal will lie from it, as from other ecclesiastical courts, to the Privy Council. On general principles it must be regarded as immaterial in this respect whether the Archbishop hears a case in person, or whether it is heard by his official principal or Dean of the Arches. Moreover, the statute 25 Hen. 8, c. 19, which gives an appeal in such matters, speaks of lack of justice in the Archbishops' courts generally, without any specification of the judge on account of whose "lack of justice" the appeal is given. Technically, therefore, the Archbishop appears to have been wrong in not regarding the decisions of the Privy Council as binding upon him, although it must be admitted that the course which he has taken will give the members of the Judicial Committee valuable material by which to review those decisions when the points now in dispute or any similar points come before them.

A CORRESPONDENT, referring to the series of articles on the Partnership Act, 1890, in our recent issues, raises the question what, in the case of an assignment by a partner of his share, is the exact position of the assigning partner, of the other partners, and of the person to whom such share is assigned? The position of the assignee is to some extent defined by section 31 of the Act. It has already been noticed (see the third article) that the Act contains no provision whereby the other partners may force a dissolution on the ground of such assignment, or, in fact, dealing at all with the question as to how far such an assignment may cause a dissolution. In the absence of any such provisions the effect of section 31, at first sight, seems to be that the only differences created by an assignment of a share in the conduct or winding up of a partnership business, so far as the other partners are concerned, are, that (*a*) during the continuance of the partnership the profits are paid to the assignee instead of to the assigning partner; that (*b*) upon a dissolution the share of the assigning partner is paid to the assignee instead of to the assigning partner, but that the assignee is entitled, "for the purpose of ascertaining that share, to an account as from the date of the dissolution." It seems clear, as pointed out

by our correspondent, that neither does the assignee become a partner, nor does the assignor cease to remain a partner. It also seems clear that an absolute assignment does not, as the law now stands, and probably should not, of itself effect a dissolution, except, perhaps, in the case of a partnership at will. This is by no means inconsistent with the view expressed in the third article upon this Act, that the other partners should be entitled, if they wish it, to insist upon a dissolution, on the ground that, by such assignment, the assigning partner has ceased to have any beneficial interest in the partnership property. We are supported in these views by the opinion of Lord Justice LINDLEY, as expressed in his treatise on Partnership (1888), p. 363:—"The true doctrine, it is submitted, is that, if the partnership is at will, the assignment dissolves it; and if the partnership is not at will, the other members are entitled to treat the assignment as a cause of dissolution." In view of the express provisions in section 31, purporting to define the rights of an assignee, and of the absence of any reference in section 33 to an assignment causing a dissolution, there is, we think, some reason for supposing (in spite of the saving clause in section 46) that the Legislature has not only refrained from stating the law, but has even precluded the adoption of the doctrine above stated—a doctrine which, so far as it rested upon judicial decision, was by no means clearly established. A further observation upon section 31 suggests itself with regard to the relations between the assignee and the assigning partner. The section debars the assignee from calling upon the other partners for an account during the continuance of the partnership. This does not, however, seem to affect the ordinary rights of the assigning partner to an account as between himself and his co-partners. Can he refuse to account to his own assignee? This question appears to be unanswered in the Act, and may give rise to some difficulties hereafter.

IS A BONUS DIVIDEND CAPITAL, OR INCOME?

THIS is often a difficult question for trustees, who have to hold an even hand between tenant for life and remainderman. It is a question upon which a flood of light has been thrown in the course of the last three years, first by a decision of the House of Lords which shews the nature of the bonus dividend which is capital, secondly by a more recent decision of Mr. Justice NORTH's which shews the character of the bonus dividend which is income. The real criterion is to be found in the decision given by the company which pays the dividend. This will be evident from a comparison of the two cases, the first of which is the well-known one of *Bouch* v. *Sproule* (33 W. R. 621, 12 App. Cas. 385), the second being the less-known decision in *Re Alsbury, Sugden* v. *Alsbury* (34 SOLICITORS' JOURNAL, 489, 45 Ch. D. 237). This pair of cases contains so full an exposition of the law on the subject that it will be unnecessary to refer to their predecessors.

The facts in *Bouch* v. *Sproule* may be shortly stated. A testator bequeathed his residue to his executor in trust for the widow for life, and after her death to the executor himself. In the residue were comprised some 600 shares in the Consett Iron Co. (Limited). The directors of this company had power, before recommending a dividend, to set apart out of the profits such sum as they thought proper as a reserved fund, for meeting contingencies, equalizing dividends, or repairing or maintaining the company's works. Acting under these powers, the directors proposed to distribute certain accumulated profits, which had been temporarily capitalized, as a bonus dividend; to allot new shares (fully paid) to each shareholder, and to apply the bonus dividend in part payment of the new shares. This ingenious scheme was accepted by the company, and the result of it was to add 200 new shares to the testator's estate without any payment, but with a liability of twenty-five per cent. attached to each of the new shares. The amount of the bonus dividend was £1,500, which the executor accepted in shares, and the life tenant did not refuse her consent. Had the executor in his discretion taken cash instead of the new shares, he would probably have obtained from a purchaser, not £1,500 only, but upwards of £4,000. There was a great difference of opinion between the judges on the subject, but in the end the House of Lords decided that, looking at all the circumstances, the real nature of the transaction was that the company did not pay or intend to pay any sum as dividend, but intended to, and did, appropriate the undivided profits as an increase of the capital stock; that the bonus dividend was therefore capital of the testator's estate, and that the tenant for life was not entitled to the bonus or to the new shares, only to the income of them. Curiously enough, the *ratio decidendi* is best to be found in the judgment delivered by Lord Justice FRY in the Court of Appeal, although the decision of the House of Lords reversed that given in the Court of Appeal. He shews that the rights of the shareholders are entirely dependent on the legitimate action of the company. What the company says is income shall be income, and what the company says is capital shall be capital. "When a testator or settlor directs or permits the subject of his disposition to remain as shares or stocks in a company which has the power either of distributing its profits as dividend or of converting them into capital, and the company validly exercises this power, such exercise of its power is binding on all persons interested under the testator or settlor in the shares, and consequently what is paid by the company as dividend goes to the tenant for life, and what is paid by the company to the shareholder as capital, or appropriated as an increase of the capital stock in the concern, enures to the benefit of all who are interested in the capital." The subtle but effective plan adopted by the Consett Iron Co. was really, in substance, to convert the undivided profits into paid-up capital upon newly-created shares. The new shares were to rank for dividend with the old shares, and, from whatever source derived, they represented capital.

It is, then, for the company, and for the company in its legitimate action alone, to turn income into capital. This will become clearer when we review the facts of the later case—*Re Alsbury, Sugden* v. *Alsbury* (*ubi suprà*). There, again, the will settled the shares in question, first upon a life tenant, then upon remaindermen. The shares were thirty fully-paid £50 shares in the Kempton Park Racecourse Co. (Limited). When the testator died in 1884 there stood in the accounts of the company, to the credit of a reserve fund, a sum of £3,000, which was trebled four years later. Up to 1888, the shareholders had received every year, partly as "dividend," partly as "bonus," sums of varying amount, in 1888 twenty-five per cent. In the next half-year the directors resolved to divide £15,000, or fifty per cent., as a "special bonus," and this amount was paid as "*interim* dividend" in April, 1889. About £5,000 of extraordinary expenses were incurred, and a further dividend of twenty per cent. was paid in the November following, the reserve fund being thus reduced to £2,000. The company had power under their memorandum and articles to increase their capital. And the articles provided that the directors, with the sanction of a meeting of shareholders, might declare dividends; that before recommending a dividend they might set aside, out of profits, a reserve fund for contingencies, equalizing dividends, and other specified objects; and, lastly, that they might declare and pay *interim* dividends. Taking the principle laid down by Lord Justice FRY, and adopted by Lord HERSCHELL in *Bouch* v. *Sproule*, that it is for the company to decide what is capital and what income, Mr. Justice NORTH held that the whole of the "special bonus" or "*interim* dividend" was income, and not capital. The judge had no means of ascertaining out of what fund the money was paid. The company had power to increase its capital; it had passed no resolution to do so; and it had not increased its capital. Where a company has power to increase its capital, and to appropriate its profits to such increase, it cannot be considered as having intended to convert, or having converted, any part of its profits into capital when it has made no such increase, even if a company having no power to increase its capital may be regarded as having thus converted profits into capital by the accumulation and use of them as such. In *Bouch* v. *Sproule* the company had no other means of increasing their capital. They could only capitalize accumulated profits. This they did by the distribution of a bonus and the issue of new shares. In *Re Alsbury*, on the other hand, the money paid to the trustees, from whatever source it came, whether from the reserve fund or from the profits of the year, was dealt with as an *interim*

dividend declared by the directors. Except as an *interim* dividend, the directors were powerless to pay it at all. No matter what name the directors gave it, "special bonus" or what not. The money in fact came from what at the time was profit. The whole came either from profit made in the year or from profit put by under the name of a reserve fund. What the directors had done was to appropriate part of the accumulated profits to the payment of an *interim* dividend, and the company had not appropriated any sum to capital.

The contrast between these two cases is instructive. In *Bouch* v. *Sproule* the company took the only means that lay ready to their hands by which they could increase their capital. In *Re Alsbury* the company had other ways of increasing their capital, and preferred dividing seventy per cent. per annum. The principles upon which the two cases were decided cannot be better stated than they have been by Lord Justice LINDLEY (Company Law, 5th ed., pp. 545, 546) as follows:—

(1) "If a company has no power to increase its capital, but accumulates profits, uses them as capital, and afterwards divides them amongst the shareholders, the amount payable in respect of shares held for life must be treated as capital."

(2) "If a company can lawfully increase its capital, and it does so by capitalizing and distributing its accumulated profits, then what is distributed in respect of shares held for life must be treated as capital, whether what is distributed is cash or new shares."

(3) "If a company, having power to treat accumulated profits as an increase of capital or otherwise, divides accumulated profits amongst its shareholders as profits (or without capitalizing them or treating them as capital), what is distributed in respect of shares held for life will belong to the tenant for life as income."

It will be seen that within the last three years the true solution of a real difficulty may be said to have been found.

SOME DEFECTS AND PECULIARITIES OF THE ARBITRATION ACT AND RULES.

II.

THERE is one peculiarity of the Arbitration Act which the first year of its working has brought to light, and which must be regarded as a defect of considerable importance, and one which certainly merits the attention of the authorities. The only part of the Act which can be described generally as being new is that dealing with references by consent out of court; references, that is, under submission to arbitration. This part of the Act has been carefully constructed. It does not merely re-enact the repealed sections dealing with references under submission (Common Law Procedure Act, 1854, ss. 11—17; Judicature Act, 1884, s. 11); it goes much farther than those enactments went in affording facilities to persons agreeing between themselves to settle their differences by arbitration out of court. It gives extensive powers to persons appointed to arbitrate; it lays down the lines upon which such arbitrations are to be conducted; it provides certain safeguards against the arrangements between the parties being wrecked by the negligence or design of one or other of those parties; and it provides for the completion of the whole transaction and the enforcement of its results with the smallest possible amount of interference by the court. But we think we shall be able to shew that it goes one step too far. In endeavouring to leave the enforcement of the result of the arbitration proceedings as far as possible in the hands of the parties themselves, the framers of the Act have taken a new departure which has, in fact, deprived parties to a submission of one great advantage which they enjoyed under the old order of things. Under the practice which existed prior to the Arbitration Act a submission by consent could be made an order of court, and thereupon the arbitrator's award could be embodied in a judgment of the court. The Arbitration Act (section 12) substitutes for this process a different mode of procedure, which, at first sight, appears to be only a shorter method of attaining the same end, but which is, in fact, far less efficacious in its results. That section provides that "an award on a submission may, by leave of the court or a judge, be enforced as a judgment or order to the same effect." The process, therefore, of signing judgment on an award under a submission is abolished. All that is now required is an order to enforce the award, and thereupon execution may issue in accordance with the finding of the arbitrator as embodied in the award. But the fact remains that there is, and can be, no judgment. It is this fact which places the successful party to an arbitration under submission at a serious disadvantage in several respects as compared with a party similarly placed under the practice which the Arbitration Act has abolished.

The first point of importance which arises under section 12 of the Act is as to whether an order made under that section, and giving a party leave to enforce an award "*in the same manner as a judgment to the same effect*," constitutes a sufficient authority to the Bankruptcy Court to issue a bankruptcy notice against the debtor under the award. Section 4 (*g*) of the Bankruptcy Act, 1883 (defining acts of bankruptcy), says that if a creditor has obtained a "*final judgment*" against a debtor, and has served a bankruptcy notice on him, &c., and order 137 of the Bankruptcy Rules, 1883, provides that "an office copy of *the judgment* on which the notice is founded" shall be produced before the notice is issued. It has hitherto been the practice of the Bankruptcy Court to refuse to issue a bankruptcy notice on an *order*—as distinguished from a judgment—for the payment of money, notwithstanding R. S. C., ord. 42, r. 24, which says that every order of the court or a judge may be enforced "*in the same manner as a judgment to the same effect*." It will be noticed that these are the very words of section 12 of the Arbitration Act. In this refusal the Bankruptcy Court has been supported in a number of reported cases, and it remains to be seen whether section 12 of the Arbitration Act will, in the eyes of the bankruptcy authorities, invest an award under a submission with greater force than that with which an order is invested by precisely the same words in R. S. C., ord. 42, r. 24.

It may be as well in passing to point out one broad distinction between an award and an order, which is all in favour of the award. The ruling principle upon which the decisions above referred to have proceeded appears to be that laid down in *Ex parte Moore* (33 W. R. 438, 14 Q. B. D. 627)—viz., that to constitute a final judgment there must have been "a proper *litis contestatio*, and a final adjudication between the parties to it on the merits." Now, in the case of an ordinary interlocutory order to pay costs, or an order to dismiss, there has been no adjudication between the parties on the merits, but in the case of an award under a submission there has been such an adjudication on the merits. The decisions, therefore, against the issue of a bankruptcy notice on an order—as distinguished from a judgment—for payment of money by a debtor, may possibly be held to be without application to an award under a submission, which would appear to be a final adjudication between the parties on the merits.

But however this point may be decided, it is evident that formerly the successful party to an arbitration under submission was in a firmer position in respect of bankruptcy proceedings, when he possessed a judgment to act upon, than he is now when he holds only an award, together with an order for leave to enforce it.

There are, moreover, two other serious drawbacks to the new practice which is established by section 12 of the Arbitration Act. The first is that it deprives the party in whose favour the award is made of the power, which he had under the abolished practice, to prosecute his judgment in Scotland or Ireland under the Judgments Extension Act, 1868. That Act applies only to judgments, and the Court of Queen's Bench in Ireland has, as a matter of practice, consistently refused to apply it to anything else. Although our Rules of Court (ord. 42, r. 24) say that an order may be enforced as a judgment, the Irish court will not act upon an *order* for payment of money or costs. And, indeed, our rules are not binding on the Irish court, while the specific terms of the Judgments Extension Act are. Is it to be supposed for a moment that the Scotch or Irish courts will permit an award made by an English arbitrator to be executed in Scotland or Ireland as if it were a judgment of the court?

Again, what colonial or foreign tribunal will attach the same weight to an arbitrator's award as to a judgment of the court? A judgment creditor desiring to enforce his judgment on an

award under submission in a colony or foreign country could, under the former practice, obtain as a matter of course a duly authenticated and certified copy of such judgment for transmission abroad. Its whole force lay in it's being a judgment of the English court. What will be the probable force in a foreign country of a certified copy of an "*arbitrator's award under a submission by agreement out of court*"? It is even doubtful whether any such certified copy could be given, seeing that the award itself remains with the parties, and never becomes a record of our court. But, supposing it can be given, what will be the use of it? None at all, probably.

We are forced to the conclusion that these drawbacks to the change of practice effected by section 12 of the Arbitration Act escaped the notice of those who are responsible for the terms of the Act. A slight alteration of the section would entirely remedy the defect. All that is required is the addition of the words, "or the court or a judge may order that judgment be entered in accordance with the terms of the award." A rule of court to the same effect would, perhaps, be a shorter method of attaining the same end.

Before we pass from the Act to the Rules of Court there is another peculiarity of a minor kind which, as it has already caused some confusion and may cause more, seems to call for notice. Under section 8 any party to a submission may, *without order*, sue out a writ of *subpœna* to compel the attendance of a witness on the reference. Section 18 (one of the "general" sections) provides that the court or a judge may *order* that a *subpœna* shall issue to compel the attendance before an official or special referee, or arbitrator or umpire, of a witness wherever he may be within the United Kingdom. Under ord. 36, rr. 49, 55 (*c*), a *subpœna* issues *without order* before an official or special referee or arbitrator. The apparent conflict between section 18 on the one hand, and section 8 and ord. 36, r. 49, on the other, has, as we have said, caused some confusion, the possibility of which might have been avoided by the insertion in section 18 of a few words indicating (what is undoubtedly the fact) that the purpose of the section is merely to apply 17 & 18 Vict. c. 34, ss. 1, 2, to arbitrations and references of all kinds, and that it refers only to witnesses out of the jurisdiction but within the United Kingdom. The words "wherever he shall be within the United Kingdom" are taken from the Act referred to, under the provisions of which an order is necessary for the issue of a *subpœna* directed to a witness in Scotland or Ireland.

FRANCIS A. STRINGER.

REVIEWS.

APPRENTICES.

THE LAW RELATING TO APPRENTICES, INCLUDING THOSE BOUND ACCORDING TO THE CUSTOM OF THE CITY OF LONDON; WITH APPENDICES CONTAINING A DIGEST OF STATUTES, THE EMPLOYERS AND WORKMEN'S ACT, 1875, RULES AND FORMS THEREUNDER, AND PRECEDENTS OF INDENTURES, PLEADINGS, AGREEMENTS, AND ASSIGNMENTS. By EVANS AUSTIN, M.A., LL.D., Barrister-at-Law. (Reeves & Turner.)

The London 'prentices naturally claim a prominent place in this book, though times have changed since 1681, when Charles II. is said to have sent two bucks for their annual dinner in Sadlers' Hall in order to secure their favour against the corporation. But they are still of sufficient importance to attract the notice of the Common Council, and only last year that body passed an "Act" which allowed material alterations in their indentures. The minimum period for the term of apprenticeship is now four instead of seven years; they need no longer covenant not to marry during the term; and the master may agree to pay wages instead of providing board, lodging, clothes, and other necessaries. This and other matters relating to City apprentices, including their liability to be sent to Bridewell Prison by the City Chamberlain, are set out in chapter V., and the following two chapters give information as to parish apprentices and apprentices to the sea-service. The law as to apprentices generally is fully stated in the earlier part of the book, chapter II. dealing with the contract of apprenticeship, and chapter III. with the rights and duties of the apprentice, the master, and the parent, surety or guardian, respectively. The author notices (p. 68) the rule that, in the absence of express stipulation, misconduct forms no ground for the dismissal of an apprentice; but, though some of the cases carry this to an extreme length, he reasonably contends that a limit must be assigned when the misconduct is so flagrant as to damage the master's business and make the instruction of the apprentice impossible. At the present day dismissal would probably be more favoured than the moderate correction which is the master's alternative remedy. The precedents of indentures and pleadings given in the appendices form a useful addition to the book, and make it a complete manual of the subject.

PATENTS.

A DIGEST OF THE LAW AND PRACTICE OF LETTERS PATENT FOR INVENTIONS, INCLUDING THE STATUTES AND ALL CASES DECIDED FROM THE PASSING OF THE STATUTE OF MONOPOLIES TO OCTOBER, 1890. By CLEMENT HIGGINS, Q.C., and G. EDWARDES JONES, Barrister-at-Law. SECOND EDITION. W. Clowes & Sons (Limited).

This book, which is appropriately dedicated to Sir W. R. Grove, formerly the representative of the patent lawyers on the bench, is the second edition of Mr. Higgins' Digest, which first appeared in 1875. That book has always been regarded as a useful book of reference, though the years which have passed since it appeared have latterly rendered it necessary to supplement it by more recent works. The name of these is now legion, but we feel little doubt that this latest addition to them will be welcomed as a valuable collection of well-arranged information. The extracts and statements of decisions are well distributed under the heads derived from the Patents Acts, the cases under each head being conveniently arranged in chronological order, and the utility of this book is increased by the addition of the material portions of the Acts and Rules. The cases seem to be fully collected and, so far as we have observed, all the references are given. We may observe that the authors have invented a new reference for the Board of Trade Reports. We were already familiar with "R. P. C.," "P. O. R.," and "P. R.," but "O. R." is new to us. It would be as well for some uniform system of nomenclature to be adopted, and the handiest seems to be "P. R." for "Patent Reports." There is a table of statutes, shewing the amendments to the Act of 1883, and a classification of the cases according to their subject-matter. In fact, as a work of reference, the book seems very complete.

CORRESPONDENCE.

THE PARTNERSHIP ACT, 1890.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Upon reading the Partnership Act of 1890, and the series of articles thereon in your last four issues, the following question occurs: As an assignment by a partner of his share without the consent of his co-partners would clearly not make the assignee a partner (section 24 (7)), and it could not be taken to dissolve the partnership as to the assigning partner, as the partnership might be for an unexpired term, or an incompleted purpose, or if it did dissolve it, it would enable a partner in a business being worked at a loss thereby to relieve himself from contributing thereto; what, then, is the combined effect of section 24 (7) and section 31 (1)?

It seems to me that the effect is:

(*a*) The assignee has not become a partner;

(*b*) The assignor remains a partner;

(*c*) The assignor has in effect done neither more nor less than given the assignee a power of attorney to receive his (the assignor's) share of the profits—if any.

I should be glad to know if this is the view of the writer of your articles.

T. W. SMITH.

St. Helen's Chambers, 34, Bishopsgate-street Within,
London, E.C., Nov. 25.

[See observations under head of "Current Topics."—ED. *S. J.*]

The *Times* records the death of one of the oldest members of the bar and the oldest magistrate and landholder in Essex, Mr. Onley Savill-Onley, of Stistead-hall, near Braintree, who passed away towards the close of last week in the 96th year of his age. His call to the bar at the Middle Temple dated from 1821, and it is doubtful whether there is living any member of the English bar of equal standing.

Sir Thomas Chambers, Q.C., the Recorder of London, was entertained to dinner at the Hôtel Métropole on the 20th inst. by some of his friends, in celebration of the jubilee of his call to the bar. The Solicitor-General (Sir Edward Clarke, Q.C.) presided, and among those present were Lord Justice Bowen, the Common Serjeant (Sir W. Charley, Q.C.), Mr. Montagu Williams, Q.C., Mr. Biron, Q.C., Mr. Mead, Mr. W. Willis, Q.C., Mr. Poland, Q.C., Mr. Kemp, Q.C., Mr. Cock, Q.C., Mr. Besley, Mr. Lewis Glyn, Mr. Wildy Wright, Mr. Forrest Fulton, Mr. C. W. Mathews, Mr. C. F. Gill, and Mr. Horace Avory. The health of the guest of the evening was proposed by the Solicitor-General and enthusiastically received.

CASES OF THE WEEK.

Court of Appeal.

REG. v. BARNARDO—No. 1, 10th, 11th, 12th, and 25th November.

HABEAS CORPUS—APPEAL—INFANT—RIGHT OF MOTHER OF ILLEGITIMATE CHILD.

This was an appeal from two orders of a divisional court (Lord Coleridge, C.J., and Mathew, J.), one directing a writ of *habeas corpus* to issue to Dr. Barnardo to produce to the court a boy of eleven years old, named Jones, and the other appointing a person named as guardian to the boy. The orders were made on the application of the mother of the boy, who was illegitimate. It appeared that she, being in very poor circumstances, had voluntarily placed the boy in Dr. Barnardo's home, and that he had remained there with her consent for eighteen months. She was now desirous of removing him to a Roman Catholic home for the purpose of his being educated in that faith. Dr. Barnardo appealed against the orders, and two questions were raised, first, whether an appeal lay to this court in such a case, and secondly, whether, if the mother had any rights over the boy, she had not abandomed them by her subsequent conduct.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.), having taken time to consider the question, dismissed the appeals. Lord ESHER, M.R., said that it had been decided in the recent case of *Bell-Cox* v. *Lord Penzance* (6 Times L. R. 465) that the Court of Appeal had no jurisdiction to entertain an appeal from an order of the High Court discharging a person from custody. It was now contended that that decision went further, and that it laid down that the Court of Appeal had no jurisdiction to entertain an appeal from the High Court on any writ of *habeas corpus*. After carefully reading the judgments he had come to the conclusion that that was not so. The House of Lords in effect said that the power of appeal given by section 19 of the Judicature Act, 1873, was wide enough to cover appeals on questions of *habeas corpus*, but that there were grave constitutional reasons why, when the liberty of one of Her Majesty's subjects had been interfered with, and he was discharged by means of a writ of *habeas corpus*, there should be no appeal. No doubt the writ of *habeas corpus* was primarily used in cases where there had been an interference with the liberty of a subject, but it was frequently used when no such question arose, and where the only dispute was as to the person proper to have the guardianship and care of an infant. In this case, where the question was one of education and nurture, and not of liberty at all, the reasoning of the House of Lords did not apply. Therefore in this case an appeal would lie. As to the second question, it was clear that the mother of an illegitimate child had the same rights of guardianship over it as the father of a legitimate child had, and since, in his opinion, her application was *bonâ fide*, she was entitled, despite any agreement she had made with Dr. Barnardo, to remove the child from his care. The Divisional Court had considered the attack made upon her character by Dr. Barnardo not to be established, but even if it were shewn that she was a disreputable woman he was not sure that that would deprive her of her natural rights so long as she only sought to transfer the child to other safe and proper guardianship and did not seek to undertake it herself. Dr. Barnardo's conduct appeared to him to be reasonable and natural, and he could not agree with the strictures passed upon it in the court below. LINDLEY, L.J., in the course of a written judgment to the same effect, said that there could be no doubt that an appeal would lie from the order appointing a guardian, although he was doubtful whether the proper form of such an appeal would not be by the infant himself appearing by his next friend. The *Bell-Cox case* appeared to him to have no bearing on the present appeal. The question whether a person in prison ought to be set at liberty or not was entirely different from the question which of several persons ought to have the custody of a child. There was, therefore, no reason in this case for cutting down the words of section 19, which plainly gave an appeal in this case so far as its words were concerned. As to the merits of the case, it was now settled, after some fluctuation of opinion, that the mother of an illegitimate child had a *primâ facie* right to the custody of the child up to the age of fourteen in preference either to the reputed father or any other person: *Reg.* v. *Nash* (10 Q. B. D. 454). Her right was, no doubt, subject to control by the High Court, and if she were proved to be unfit to have the custody of the child the court would interfere. But the court would not interfere with her arbitrarily, and would support her and give effect to her views unless it became its duty to refuse so to do. The various grounds relied upon by the appellant were insufficient to induce the interference of the court, and therefore the appeal must be dismissed. LOPES, L.J., said that what the House of Lords decided in the *Bell-Cox case* was that there was no appeal in the case of a discharge from custody under a writ of *habeas corpus*, because the appeal would be futile, since the Court of Appeal, if it reversed the decision, had no power to give effect to its order by recapturing or rearresting. That reasoning had no application to the present case, where the court had full power to enforce its order. As to the merits, the Divisional Court had exercised its discretion as to the custody and guardianship of the infant in question. In such circumstances the exercise of that discretion must not be lightly set aside, and for that reason, and that reason only, he did not dissent from the judgment.—COUNSEL, *Appellant in Person; Murphy*, Q.C., *Joseph Walton*, and *Forbes Lankester*. SOLICITORS, *H. C. Nisbet & Dare; Leathley & Phipson*.

DARLINGTON WAGON AND ENGINEERING CO. (LIM.) v. HARDING AND OTHERS—No. 1, 24th November.

ARBITRATION—ACTION—REFERENCE BY CONSENT OF "ALL MATTERS IN DIFFERENCE"—SETTING ASIDE AWARD—JURISDICTION OF COURT—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), ss. 14, 15.

An action having been commenced for money due in respect of work done under a contract, by consent an order was made referring "all matters in difference between the parties" to an arbitrator. It was subsequently further agreed that the reference should be extended to all other matters in difference arising under the contract after the commencement of the action. The arbitrator having made an award in favour of the plaintiffs, the defendants moved to set it aside, contending that, under section 15 of the Arbitration Act, 1889, the award was equivalent to the finding of a jury, and might be set aside accordingly. The Divisional Court (Day and Lawrance, JJ.) overruled the contention, and dismissed the application. The defendants appealed.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that under section 14 of the Arbitration Act, 1889, an order could only be made referring "the whole cause or matter or any question or issue of fact arising therein." The present order referred "all matters in difference." This order was much larger than that authorized by section 14. Nor did it come within section 15. That section merely provided a mode of carrying out references made under section 14. The present order was made by consent under the general jurisdiction of the judge, apart from statute, and section 15 did not apply to such a reference. Further, it was obvious, on looking at the order, that the parties intended to bring themselves within the consent jurisdiction of the judge, as all sorts of powers were given to the arbitrator, which would otherwise have been unnecessary. This order, therefore, was not made under the Act. LOPES, L.J., concurred. Sections 14 and 15 of the Arbitration Act, 1889, were very similar to sections 57 and 58 of the Judicature Act, 1873, which were repealed by the former Act. This order could not have been made under section 14. It was an order made by consent under the general jurisdiction of the judge, and derived its efficacy from the consent, and not from sections 14 and 15 of the Act of 1889. KAY, L.J., concurred. Section 57 of the Judicature Act, 1873, provided for two things—a reference by consent, and a reference without consent. But in both cases the thing to be referred was the same—namely, something arising in any cause or matter. Section 14 of the Arbitration Act, 1889, was much the same. Under it, the whole cause or matter, or any question or issue of fact arising therein could be referred. The present order did not derive any validity or efficacy from the Act, but from the consent of the parties.—COUNSEL, *Jelf*, Q.C., and *Robson*; *Finlay*, Q.C., and *J. E. Bankes*; *R. M. Bray*. SOLICITORS, *Satchell & Chapple*, for *Davies & Balkwill*, Newcastle-on-Tyne; *Bird & Moore*.

CAMPBELL, SHEARER, & CO. v. NORWOOD—No. 1, 26th November.

PRACTICE—APPLICATION FOR NEW TRIAL—COSTS OF SHORTHAND NOTES OF SUMMING-UP.

Upon a motion for a new trial of an action tried before a judge and jury, an application was made for the costs of the shorthand notes of the summing-up.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) said that they would make no rule as to allowing the costs of the shorthand notes of the summing-up, but in the present case they would allow them. It must not, however, be taken that, because shorthand notes of the summing-up were handed up to the court for use, the court would allow the costs of them.—COUNSEL, *R. T. Reid*, Q.C., and *F. W. Hollams*; *Bucknill*, Q.C., and *J. G. Witt*.

High Court—Chancery Division.

HAWKINS v. TROUP—Chitty, J., 21st November.

BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 30, SUB-SECTION 2—PROOF OF CONSIDERATION—ONUS OF PROOF—PRACTICE—INJUNCTION.

In this case, being a motion by the acceptor of a bill of exchange for an injunction to restrain the holder from negotiating it, it was contended by the applicant that, as a case of fraud was shewn, the holder of the bill must, under section 30, sub-section 2, of the Bills of Exchange Act, 1882, prove that he had become the holder for value without notice. Section 30, sub-section 2, provides that "if in an action on a bill it is admitted or proved that the acceptance or subsequent negotiation of the bill is affected by fraud or illegality, the burden of proof is shifted unless and until the holder proves that, subsequent to the alleged fraud or illegality, value has in good faith been given for the bill." *Tatam* v. *Haslar* (38 W. R. 109, 23 Q. B. D. 345) was cited.

CHITTY, J., said that section 30 had no application to any proceedings by way of injunction to restrain a bill's negotiability. The section only dealt with the burden of proof on a trial before a judge, or before a judge with a jury, and it was a remarkable thing to say that the Legislature intended to alter the course of the Chancery Division in dealing with applications to restrain the negotiability of a bill. The proof referred to in the section was evidence on which a jury could act, as where the person alleging fraud had been examined as a witness in open court, and been open to cross-examination. In such a case the burden of proof was shifted, and the Act in this respect was in accordance with Parke, B.'s view of the law as it existed before the passing of the Act (*Bailey* v. *Bidwell*, 13 M. & W. 73, at p. 76). The proof required by section 30, sub-section 2, was proof to the satisfaction of a jury. However, not only had the applicant made out no case of fraud, but the balance of evidence in all respects was in favour of the respondent. The motion was dismissed. Costs would be costs in the action.—COUNSEL, *Whitehorne*, Q.C., and *Hatfield Green*; *Byrne*, Q.C., and *Baldall*. SOLICITORS, *Langhois & Biden*; *Stevens, Bawtree, & Stevens*.

ELVE *v.* **BOYTON**—North, J., 26th November.

TRUSTEE—BREACH OF TRUST—UNAUTHORIZED INVESTMENT OF TRUST FUNDS—"COMPANY INCORPORATED BY ACT OF PARLIAMENT."

The question in this case was whether the estate of a deceased trustee, who had invested part of his trust funds in the purchase of shares of an insurance company, was liable to make good the loss which had resulted to the estate by reason of the fact that the shares had become depreciated in value, and, when sold, realized a less sum than he had paid for them. The plaintiff was a beneficiary under the will of one Ayres, who died in 1856. The defendants were the executors of the sole trustee of the will. In 1877 the trustee invested £2,719, part of the trust fund, in the purchase of forty shares in a corporation called the London Assurance. In 1888 the shares were sold by his executors for £627 less than the amount originally paid for them. The will of Ayres authorized the investment of the trust funds in (*inter alia*) "the stocks, shares, or securities of any company incorporated by Act of Parliament and paying a dividend." The defence was that the London Assurance was a company incorporated by Act of Parliament. The company was in fact constituted and reconstituted from time to time in a peculiar manner. By the Act 6 Geo. 1, c. 18 (a public general Act), which imposed the penalty of *præmunire* on persons misusing obsolete charters, the Crown was enabled to incorporate two companies for carrying on the business of marine insurance, with limitations in the charters which could not be imposed in a prerogative charter. One of the two companies incorporated in consequence of the Act was the London Assurance, whose charter was issued in June, 1720, with the limitations authorized by the statute. In April, 1721, a fire insurance company was incorporated by prerogative charter under the name the "London Assurance of Houses and Goods from Fire." The charter provided that the court of directors of the London Assurance should be the court of directors of the fire insurance corporation. Various Acts of Parliament were passed from time to time recognizing the two corporations, and in 1830 a private Act (11 Geo. 4, c. lxxiv.) was passed, incorporating a new corporation, called the "London Assurance Loan Company," composed of the two existing corporations. In 1853 a private Act (16 Vict. c. i.)—the London Assurance Consolidation Act, 1853—was passed, which in effect amalgamated the three companies. It consolidated the stock of the companies, and gave the members of the fire company the same privileges as the members of the London Assurance, and gave that corporation extended powers. On behalf of the plaintiff it was urged that the London Assurance was incorporated by Royal charter, and not by Act of Parliament, and was not, therefore, within the investment clause in the will. On behalf of the defendants it was contended that the corporation was originally incorporated under and by virtue of an Act of Parliament, and that, even if it was not, the effect of the Act of 1853 was to reconstitute it as a new corporation.

NORTH, J., thought it was not necessary to decide whether this investment was strictly within the words of the investment clause. The real question was, whether the trustee was liable for the loss which had resulted from his making the investment, and his lordship thought that he could not fairly be made liable. No doubt, originally, the London Assurance was created by charter, but the charter contained certain provisions which could not have been inserted in it without the aid of an Act of Parliament, and it was essential to the company's existence that an Act should be passed. It was originally created by a charter *plus* an Act of Parliament. His lordship agreed that when a company was incorporated under the Companies Act, 1862, which enabled a company to be formed as a corporation by registration, the company so formed, though formed under a power conferred by Act of Parliament, could not be said to be incorporated by Act of Parliament within the meaning of such an investment clause. In the same way, he thought that a company formed in pursuance of the Act 1 Vict. c. 73, which enabled the Crown to grant charters of incorporation making the members of the company personally liable, and imposing other incidents which could not be imposed by prerogative charter, could be said to be incorporated by Act of Parliament within the meaning of the clause. But he thought the case was different when the Crown was authorized to create two corporations for particular purposes, which it could not have created without statute. Moreover, the Act of 1853 contained some provisions which, he thought, could only be explained on the footing that an independent body was created by that Act. Having regard to all the Acts, he thought it was impossible to say that the investment was a breach of trust for which the trustee ought to be made liable.—COUNSEL, *Cozens-Hardy*, Q.C., and *F. C. Gore*; *Everitt*, Q.C., and *R. F. Norton*. SOLICITORS, *Prince, Ayres, & Austin*; *Speechly, Mumford, & Co.*

Re **SCOTT, SCOTT** *v.* **HANBURY**—North, J., 20th November.

INFANT—MARRIAGE SETTLEMENT—EXERCISE OF POWER OF APPOINTMENT—FAILURE OF LIMITATIONS OF SETTLEMENT—DEATH OF INFANT UNDER TWENTY-ONE—RESULTING TRUST—INFANTS' SETTLEMENT ACT (18 & 19 VICT. c. 43), ss. 1, 2.

A question arose in this case as to the right to the property comprised in a settlement made by an infant upon her marriage (under the provisions of the Infants' Settlement Act), the limitations of the settlement having failed, and the infant having died after the marriage, under age, and without issue. The infant was an illegitimate child of her mother. The mother by her will bequeathed the residue of her estate to trustees, on trust for the daughter for her life, for her separate use, and after her death on trust for such persons as she should by deed or will appoint, and, in default of appointment, on trust for her children. After the death of the mother the daughter married, being at the time of the marriage under twenty-one. Prior to the marriage she, with the sanction of the court, as provided by the Act, executed a settlement of her property, by which she appointed the residue of her mother's estate to the trustees of the settlement, to be held by them upon the usual trusts in favour of the husband and wife and the children of the marriage, the ultimate trust being for such persons as the wife should appoint, and, in default of appointment, in case she should survive the husband, in trust for her absolutely; but if she should not survive him, in trust for the persons who would have been her statutory next of kin in case she had died intestate and without having been married. Within a year after the marriage the wife died, without issue of the marriage. She had not exercised the general power of appointment contained in the settlement. The husband took out administration to her estate, and by this action he claimed the trust fund, on the ground that, by the exercise of the power of appointment the wife had made the appointed fund her own, subject to the limitations of the settlement, and that, these limitations having failed, there was a resulting trust for the wife, and the husband was entitled to the fund as her administrator. On the other hand, the next of kin of the wife's mother claimed the fund, on the ground that the settlement was an exercise of the power of appointment given to the wife by her mother's will only for the purpose of giving effect to the limitations of the settlement, and that, on the failure of those limitations, the appointed fund reverted to the mother's estate and belonged to her next of kin. Section 1 of the Infants' Settlement Act provides that "from and after the passing of this Act it shall be lawful for every infant, upon or in contemplation of his or her marriage, with the sanction of the Court of Chancery, to make a valid and binding settlement, or contract for a settlement, of all or any part of his or her property, or property over which he or she has any power of appointment, whether real or personal, and whether in possession, reversion, remainder, or expectancy; and every conveyance, appointment, and assignment of such real or personal estate, or contract to make a conveyance, appointment, or assignment thereof executed by such infant with the approbation of the said court for the purpose of giving effect to such settlement shall be as valid and effectual as if the person executing the same were of the full age of twenty-one years: provided always, that this enactment shall not extend to powers of which it is expressly declared that they shall not be exercised by an infant." And by section 2: "Provided always, that, in case any appointment under a power of appointment, or any disentailing assurance shall have been executed by any infant tenant in tail under the provisions of this Act, and such infant shall afterwards die under age, such appointment or disentailing assurance shall thereupon become absolutely void." It was argued that it was not the intention of section 1 that the exercise of a power of appointment by an infant should have any operation except for the purposes of the settlement; that it was not intended to empower the infant to make the property his own subject to the limitations of the settlement; and it was further contended that section 2 ought to be read as making void (in the event of the settlor dying under age) any exercise under section 1 of a power of appointment by an infant, and not merely a disentailing deed executed by an infant, or an exercise of a power of appointment by an infant tenant in tail. It was suggested that section 2 ought to be read as if the words had been "executed by any infant *or infant* tenant in tail," the words in italics being implied, otherwise this absurd result would follow, that if an infant, who had a power of appointment over a large estate or fund, happened also to be tenant in tail of half an acre of land, and he made a settlement under the Act by exercising the power of appointment, and afterwards died before attaining twenty-one, the settlement would be made void by section 2, whereas if, under precisely similar circumstances, he had only the power of appointment, the settlement would remain valid.

NORTH, J., held that the settlement was not, in the events which had happened, made void by section 2; that the exercise of the power took the fund away from the mother's estate altogether; and that, the limitations of the settlement having failed, there was a resulting trust for the wife, and the husband was entitled to the fund as her administrator. His lordship said that he did not feel at liberty to alter the words of section 2, either by adding or omitting words, so as to make it applicable to all infants. He thought section 2 must be taken to mean what it said, and that it applied only to infant tenants in tail. On the face of the settlement itself there was as complete and exhaustive a disposition of the fund as one would expect to find. It was true that, as the settlor was illegitimate, she could have no next of kin to take if she had died intestate and without having been married. Probably neither she, nor the framer of the settlement, nor the court knew anything about her illegitimacy; but, even if they did know of it, his lordship thought that this would make no difference. Section 1 did not limit the power conferred on the infant to exercise the power of appointment to the making provision for the husband or the wife or the children of the marriage. It clearly enabled the infant to make an appointment which would, on failure of the limitations of the settlement, take effect in favour of the infant itself. And there was nothing in the present case to shew any intention to limit the exercise of the power to the carrying out of the limitations of the settlement. The appointment was in form absolute, and, following the reasoning of the Court of Appeal in *Re Van Hagen* (16 Ch. D. 18), he must hold that the appointment was absolute, and that there was therefore a resulting trust for the wife herself.—COUNSEL, *Vernon R. Smith*; *P. B. Lambert*; *Upjohn*; *Theobald*. SOLICITORS, *Pritchard & Sons*; *Harwood & Stephenson*; *C. A. Clulow*.

Re **ARDEN**, *Re* **GARDINER**—Stirling, J., 22nd November.

MARRIAGE SETTLEMENT—WIFE'S PROPERTY—ULTIMATE TRUST FOR NEXT OF KIN—"DIE WITHOUT HAVING BEEN MARRIED."

Petition. By marriage settlement, dated the 19th of September, 1835, certain funds were settled upon trust for B., the wife, for life, with remainder in trust for A., the husband, for life, with remainder

to the children of the marriage, and subject thereto "in trust for such person or persons as, according to the Statutes of Distribution of the estates of intestates, would at the time of the failure of issue" of the intended marriage, or at the time of the decease of the survivors of A. and B., which should last happen, have been next of kin of C. if she had died "intestate and without having been married," to be divided between or among such persons if more than one in the shares and manner prescribed by such statutes for the distribution of the effects of intestates. A. predeceased B. There was no issue of the marriage. B. married C., who predeceased her. B. died in 1889. This petition prayed for payment out of the fund which had been paid into court under the Trustee Relief Act, and the question came on for argument whether the children of B., by her second marriage with C., were excluded from the trust in favour of next of kin.

STIRLING, J., referred to the diversity of the decisions on the point, and held that the children were not excluded, the weight of authority being in favour of the principle of *Wilson* v. *Atkinson* (4 De G. J. & S. 455, 13 W. R. Dig. 77), and *Upton* v. *Brown* (28 W. R. 38, 12 Ch. D. 872).—COUNSEL, *G. Hastings*, Q.C., and *W. B. Heath*; *G. Daw*; *G. P. C. Lawrence*; *E. A. Geare*; *V. R. Smith*; *Herbert Smith*. SOLICITORS, *Smith, Stenning, & Croft*; *Coode, Kingdon, & Cotton*; *Geare, Son, & Pease*, for *Tozer, Geare, & Mathew*, Exeter; *Meredith, Roberts, & Mills*, for *Tickhurst & Sons*, Cheltenham.

Re **EARL, JOHNSON** *v.* **DAVIES**—Romer, J., 22nd November.

WILL—POWER TO TRUSTEES TO CONTINUE MONEY IN BUSINESS—PRESSURE BY TRUSTEES FOR PAYMENT OF MONEY DUE TO TRUST ESTATE—POSTPONEMENT OF INVESTMENT—DISCRETION.

A testator, E., having by his will bequeathed a legacy of £1,000 in trust for G. R. J., by a codicil, after reciting that he desired his widow to enter into partnership in his business, and that the bulk of his property was invested as capital in the said business, empowered his trustees to invest, or continue invested, moneys in their hands as trustees in the aforesaid business, or any other business in which they, in their uncontrolled discretion, think fit, without being liable for loss. E. died in 1872, leaving D. and M. J. his executors and trustees. His widow entered into partnership with D. in the business for ten years from the 1st of January, 1873. The £1,000 was left in the business during and after the said term of ten years. In June, 1883, the widow having then left the business, D. filed a petition for liquidation of his affairs, and a composition of 10s. in the pound was agreed to, payable by three instalments, on the 2nd of January, 1884, the 2nd of April, 1884, and the 2nd of October, 1884. Only one instalment was received, which was not invested, but placed on deposit at a bank. No pressure was made for payment of the mortgaged instalments. G. R. J. having come of age, brought an action against D. and M. J. and D.'s trustee in liquidation seeking relief on the ground of breaches of trust.

ROMER, J., held, as against the defendant M. J., that (1) the not calling in the £1,000 on the widow's retirement from the partnership was not a breach of trust, but that on the true construction of the codicil the power was not restricted to lending to any particular partner in the business; (2) the not calling in or pressing for payment of the two instalments unpaid was not a breach of trust, the trustee M. J. not having been guilty of negligence, but having acted honestly in the belief that pressure would not have resulted in benefit to the estate, and with a reasonable ground for acting as he did; (3) the loss of income, if any, through non-investment of the first instalment being very small, and it being probable that another instalment would be shortly received, when both might be invested together, it would be going too far to make an order against the trustee M. J., who acted on his solicitor's advice in placing the money on deposit at a bank instead of investing it.—COUNSEL, *Neville*, Q.C., and *Rutherford*; *Haldane*, Q.C., and *Maidlow*. SOLICITORS, *Rowcliffes, Rawle, & Co.*; *Robbins, Billing, & Co.*

High Court—Queen's Bench Division.

DE SOUZA *v.* **COBDEN**—24th November.

COUNTY COUNCIL—DISQUALIFIED PERSON ACTING IN A CORPORATE OFFICE—FEMALE ACTING AS COUNTY COUNCILLOR—ACTION FOR PENALITIES—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), ss. 41, 73.

This was an action brought to recover penalties under the Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50), s. 41. That section provides that "if any person acts in a corporate office without having made the declaration by this Act required, or without being qualified at the time of making the declaration, or after ceasing to be qualified or after becoming disqualified, he shall for each offence be liable to a fine not exceeding fifty pounds, recoverable by action." The defendant, Miss Jane Cobden, was elected a member of the London County Council on the 17th of January, 1889, and on the 23rd of January made the declaration required by the Act, and in due course took her seat and acted as a county councillor. On the 16th of May, 1889, the Court of Appeal decided in the case of *Beresford-Hope* v. *Sandhurst* (37 W. R. 548) that a woman is not eligible as a member of a county council. The defendant thereupon withdrew from acting as a county councillor until February of the present year. In that month she took part in the proceedings of the county council, and voted in five divisions. On the 28th of February and the 4th of March the plaintiff served notice of action upon the defendant according to the requirements of section 224 of the Municipal Corporations Act, 1882, his claim for penalties being limited to the occasions on which the defendant had acted as county councillor after the decision in *Beresford-Hope* v. *Sandhurst*. Section 73 of the Municipal Corporations Act, 1882, enacts that "every municipal election not called in question within twelve months after the election, either by election petition or by information in the nature of a *quo warranto*, shall be deemed to have been to all intents a good and valid election." It was contended upon this section that the defendant's election having become a good and valid election in February, 1890, she was entitled to act in her office, and that no action for penalties would lie. It was also argued that only one penalty could be recovered, the separate occasions on which the defendant voted together forming part of one "acting in a corporate office." *Flintham* v. *Roxburgh* (34 W. R. 543) and *Reg.* v. *Harrald* (20 W. R. 328) were cited.

DAY, J., said that there could be no doubt that at the time of her election, of her making the declaration, and of her acting as councillor, the defendant, being a woman, was unqualified. It was equally certain that she was not one of the persons contemplated by the Act who might afterwards qualify by getting rid of their disqualification. Section 73, no doubt, made her seat good, the time prescribed for challenging it having lapsed, but in no sense could that qualify the defendant as a fit and proper person to act. She had chosen to make the declaration as being qualified although not so, and had gone on acting as a county councillor with her eyes open, knowing the penalties to which she was exposing herself. Judgment would be for the plaintiff for five mitigated penalties of twenty-five pounds each, with costs. Stay of execution for a week was granted.—COUNSEL, *Bousanquet*, Q.C., and *S. H. Day*; *Costello*. SOLICITORS, *Arthur A. Tilleard & Co.*; *Pyke & Minchin*.

CHARLES *v.* **MORTGAGEES OF PLYMOUTH WATERWORKS**—15th November.

EMPLOYERS AND WORKMEN'S ACT, 1875 (38 & 39 VICT. c. 90)—"DISPUTE"—TIME WITHIN WHICH COMPLAINT MAY BE MADE—SUMMARY JURISDICTION ACT, 1848.

The respondents had, under the Employers and Workmen's Act, 1875, summoned the appellant before a court of summary jurisdiction in reference to a dispute as to wages. The appellant disputed the jurisdiction of the stipendiary magistrate on the grounds, among others, that, his contract having been already determined by the respondents, there was no existing claim or cause of action; and, further, that the cause of action, if any, arose more than six months previous to the issue of the summons, and, therefore, was excluded from the jurisdiction by section 11 of the Summary Jurisdiction Act, 1848 (Jervis's Act), which applied to that jurisdiction whenever exercised.

THE COURT (STEPHEN and WILLIAMS, JJ.) held, following *Clemson* v. *Hubbard* (1 Ex. D. 179), that the magistrate had jurisdiction under section 4 of the Employers and Workmen's Act, 1875, over "any existing dispute," whether amounting to a legal cause of action or not; and that Jervis's Act did not apply to disputes under the Act of 1875 where the court of summary jurisdiction is to be deemed a court of civil jurisdiction. To complaints or disputes under this Act only the ordinary Statutes of Limitation applied.—Appeal dismissed.—COUNSEL, *Leslie*; *Poland*, Q.C., and *Lewis*. SOLICITORS, *Wrentmore & Son*; *Schultz & Son*.

THE MERTHYR TYDFIL LOCAL BOARD (Appellants) *v.* **THE ASSESSMENT COMMITTEE OF THE MERTHYR TYDFIL UNION (Respondents)**—17th and 25th November.

RATING—URBAN SANITARY AUTHORITY—WATERWORKS—BASIS OF VALUATION.

Case stated by order of Denman, J., for the opinion of the High Court. The appellants are the urban sanitary authority for the district of Merthyr Tydfil, in the county of Glamorgan, and the respondents are the assessment committee of the Merthyr Tydfil Union. Under the powers conferred by the Merthyr Tydfil Water Act, 1858, the appellants constructed a reservoir, and water mains were laid down to supply the Merthyr Tydfil Local Board district; the appellants also, under the same powers, erected a house and constructed filtering beds in the parish. The whole of the money authorized to be borrowed has been raised and expended by the appellants upon permanent works sanctioned by the Act, part of the money being borrowed upon the security of the general district rates, and part on the security of the water rates and charges. The Act provides for the supply of water by the appellants at rates not to exceed certain weekly payments or percentages therein mentioned. In the year 1880 a valuation of the house, waterworks, mains, and filtering beds constructed by the appellants was made on behalf of the respondents, and the gross estimated rental was fixed at the sum of £3,710, and the net rateable value at £2,968. This assessment was continued down to the present year. In October, 1889, the appellants served notice of objection against the valuation list on the assessment committee, the chief ground of objection being that they were over assessed, and that the water rates and charges received by the appellants represented the value of the water supplied to the parish, and formed the proper basis for estimating the rateable value of the house, filtering beds, and mains. A new valuation was made, but the valuation was not reduced, and in the result this case was stated by consent. From the "Waterworks Account" (which the local board were bound to keep by the terms of the Act) for the year ending the 25th of March, 1889, it appeared that the total receipts of the appellants in respect of water rates, rents, and charges for the year amounted to £5,700, and that the total expenditure debited to the Waterworks Account was £14,107. To balance these accounts a sum of £8,404 was transferred from the General District Rate Account. Neither the said £8,404, nor any part thereof, was a receipt in respect of water rates, rents, or charges, or of a rate in aid, nor was any part of that sum applied

towards the working expenses or the cost of maintaining the works, but it was applied partly to the payment of interest on capital borrowed for the construction of the works and partly to the payment of instalments on loans. The first item in the valuation prepared for the respondents—viz., that of £8,424—was arrived at by subtracting from the above sum of £8,404 the amount expended in respect of instalment of loan—viz., £5,680—and adding the balance of £2,724 to the said sum of £5,700, thereby making the total £8,424, the amount which the respondents say is necessary to pay working expenditure and interest on capital for the year. The question for the court was, which is the correct figure to adopt as the basis of calculation for estimating the rateable value—whether the sum of £5,700 only, or that amount supplemented by the sum of £2,724. The appellants contended that the water rates and charges alone (that is, the £5,700) which are received by them are the proper basis of valuation, and that they have no power to make up a deficiency in the receipts to meet the expenses by a rate in aid, or to levy a public water rate. The respondents contended that the water rate and charges alone do not represent the value of the water supplied to the district, and do not, therefore, form a proper basis for assessment of the rateable value, and that although that might be so in the case of a private company, whose scale of charges would be so fixed as to give a fair profit, yet it is not so in the case of a local board or municipal corporation, who might be compelled to give the public a cheap water rate, and then make up the deficiency by a rate in aid or by contributions out of the general district rates.

The written judgment of THE COURT was delivered by WILLIAMS, J. The question is whether or not a sum of £2,724 ought to be included in the receipts of the appellants for the purpose of calculating the net rateable value of the property. This sum of £2,724 is a portion of a sum of £8,404 received by the appellants by transfer from the general district rate; of this sum £5,680 was expended in respect of instalment of loan, and the £2,724 is the balance of the £8,404, which was received by the appellants and expended by them for purposes other than instalment of loan. If this sum of £2,724 is to be treated as part of the money received by the appellants for the supply of water, then it would seem properly included in the receipts for the purpose of calculation of rateable value, for if it is received in payment of water supply it is equally a receipt of money available as an item of gross profit in arriving at the profit or debit balance. The essential thing is that the money so received should be money potentially available to the hypothetical tenant as an item of gross profit. Now it is so available if the money is received as the price of water supplied or as an unconditional aid augmenting the receipts of the tenant, but it is not so received if the tenant received the money on terms that he shall repay it—if he receives it, in short, by way of loan? Now do the appellants receive this money, as they would money raised by a rate in aid, as an unconditional aid, or do they receive it by way of loan. We are of opinion that, having regard to the special Act, the money is received by the appellants by way of loan, and that it is not the less so received because the repayment is deferred. We think, therefore, that the contention of the appellants is right, and that the £2,724 should not be included as a receipt of the tenant for the purpose of arriving at the rateable value. Appeal allowed.—COUNSEL, *Balfour Browne*, Q.C., and *W. Evans; Poland*, Q.C., and *F. Marshall*. SOLICITORS, *Schultz & Son; Wrentmore & Son*.

Solicitors' Cases.

Re **GEORGE BURROW GREGORY AND THE INCORPORATED LAW SOCIETY**, *Ex parte* **HASTIE**—Q. B. Div.—24th November.

Finlay, Q.C.—May it please your lordships, I have to move for a rule *nisi*, calling upon Mr. George Burrow Gregory to shew cause why an information in the nature of a *quo warranto* should not issue, calling upon him to shew by what authority he exercises the power to sit upon the Council of the Incorporated Law Society. I move on behalf of Mr. Arthur Hepburn Hastie, the relator; and, before shortly stating the grounds, I desire, on behalf of Mr. Hastie, to say that, so far from being actuated by any unfriendly feeling towards Mr. Gregory, his feelings towards him are of the most friendly possible kind; but the point is one of importance, and Mr. Hastie desires to have it decided. The Incorporated Law Society had a charter granted to it in 8 Vict., the 26th of February, 1845, and the point which it is desired to have settled upon this rule is whether a gentleman who has retired from the practice of the profession is competent to sit upon the council of the society. That is the short point. The charter, by its first clause, states that her Majesty constitutes and appoints that Edward Foss and Michael Clayton, and the several other persons who were members of the society at the time when their charter of incorporation was surrendered into her Majesty's hands, and all such other persons being attorneys, solicitors, or proctors practising in the United Kingdom of Great Britain and Ireland, or writers to the signet, and so forth, or being persons who shall have practised as attorneys, solicitors, or proctors within the United Kingdom, or as writers to the signet, and shall have voluntarily retired from such practice (not being barristers), as shall from time to time be elected members of the society, to them is granted the incorporation. Your lordships observe that, so far as the incorporation of the members is concerned, it includes, by the express terms of the 1st clause, not only persons practising as lawyers of various kinds, not being barristers, but also such as shall have retired from such practice, and the same inclusion is to be observed in the 10th clause of the charter, which gives power to the Council of the Incorporated Law Society to elect such persons as they shall think fit, being attorneys, solicitors, and so forth, or being persons who have practised as attorneys, solicitors, and so forth, and shall have voluntarily retired from such practice, to be members of the society; so that, so far as membership is concerned, the charter pointedly includes both classes—those who are in practice, and those who have been in practice. Now the 8th clause is that which determines the qualifications for the council, and it is this:—"And we do further grant and declare that, for the better rule and government of the society and for the better direction and management of the concerns thereof, there shall be a council of the society, to be elected from among"—these are the words upon which this question really turns, the council is—"to be elected from among such of the members of the said society as shall be attorneys, solicitors, or proctors practising in England, and a president and a vice-president of the society, to be elected from the council, and that such council, including the president and vice-president, shall consist of not more than thirty, nor less than twenty, members." Your lordships see that whereas the membership was open to those who were in practice as attorneys, and so on, or had retired, the 8th clause, in dealing with the qualification of the council, says the council is to be elected from among such of the members as shall be attorneys, solicitors, or proctors practising in England. Mr. Gregory was a member of the firm of Gregory, Rowcliffes, & Co., and I will just read the paragraph of Mr. Hastie's affidavit which sets out the facts with regard to him: "The said George Burrow Gregory was formerly a member of the firm of Gregory, Rowcliffes, & Co., and is so described in the *Law List* for 1887, but in the *Law Lists* for 1888 to 1890 his name is not included among the partners of the said firm, the style whereof is, in the *Law Lists* from 1888 to 1890, given as Rowcliffes, Rawle, & Co., save that the name of George Burrow Gregory is omitted, it is the same under the present as under the former style. It is within my knowledge that he has retired from practice as a solicitor, and had so retired before the said 11th of July." Now when the election was coming on Mr. Hastie sent out a circular, which is verified by the affidavit, calling the attention of the members to the fact that Mr. Gregory had retired from practice, and therefore was ineligible, and that votes given to him would be thrown away. The council, on the other hand, took a different view, and sent out another circular stating what is the fact, that Mr. Gregory has every year taken out his certificate entitling him to practise, and stating to the members that, in the opinion of the council, that made him eligible. Now I would point out to your lordships that, although Mr. Gregory has taken out a certificate entitling him to practise, that is a very different thing from practising. The words of the 8th clause of the charter are not "from among such persons as shall be entitled to practise," but they are "from among such of the members of the said society as shall be attorneys, soliciters, or proctors practising in England," and, according to the affidavit which I bring before your lordships, there is no doubt that Mr. Gregory has not, in fact, been practising, although he has taken out his certificate. Under these circumstances I would ask your lordships for a rule *nisi*.

STEPHEN, J.—Take your rule *nisi*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The annual meeting of the members of this society was held on the 21st inst. Mr. F. J. HAWKINS presided, and there was a full attendance.

The report of the committee for the past year shewed in detail the work that had been accomplished in regard to numerous measures and topics before the attention of the profession. The treasurer reported an invested fund of £1,600 and a cash balance of £52.

The PRESIDENT, in moving the adoption of the report and accounts, said that the past year had not been unproductive of important legislation; but the public was to be congratulated rather upon the non-introduction or the withdrawal of measures than upon actual legislation. He referred more particularly to the Land Transfer Bill and the Public Trustee Bill. The scheme of permissive registration of land transfer with a central registry had proved a failure from the commencement. The average number of titles registered and applied for had been from 1875 to 1888 only eighteen per year over the whole of England and Wales. The tendency of the two measures named would be to appoint officials to conduct the conveyancing business of the country and the administration of trust estates. Officialism was an evil that would affect the professions, but would more seriously affect the public. The president next called attention to the decline of litigation in the law courts and the increasing practice of referring commercial disputes to arbitration. The increased business of the country should and did represent an increase of disputes. But instead of the cause lists in town and country becoming larger, they were decreasing. The class of disputes which formerly swelled the cause lists were, in fact, now disposed of by arbitration. It was a grave misfortune that our courts and their procedure should be so far out of harmony with the times that the parties to a dispute should seek other tribunals. Trial before a judge alone without a jury was in itself a species of arbitration, with the advantage that the arbitrator was highly trained, and selected for his skill and experience. Such a trial had to be conducted on well-known rules, and the decisions given were based on distinctly stated reasons. Whereas an arbitrator gave his decision without assigning reasons, and it escaped criticism. The true reason of the preference for arbitration was the swiftness of decision. Delay was the evil from which the public and the profession suffered, and the law society should exert all its strength in endeavouring to persuade the Government to find a remedy by more frequent opportunities of trial, which could only be afforded by continuous sittings in great centres like South Lancashire. The committee of the society had already expended much time and energy in the promoting of measures for this purpose. They must renew their efforts at the first opportunity.

The cost of one, two, or three additional judges could only be but a percentage on the enormous loss to the community by the delay in adjusting rights between litigants. London must look after her own interests, and, apart from London, no other district had the same volume of business as South Lancashire. The president went on to refer to the opposition to the proposed continuous sittings on the part of the bar and of the judges. As to the bar, he thought they need not expect the same opposition again, for it must be plain that business was leaving the courts, and that the diminished number of trials affected the bar more than solicitors. As to the opposition of the judges, this appeared to arise from the apprehension that the continuous sittings would involve continuous local residence on the part of a judge; but nothing of the kind had been asked. The president went on to speak of the *status* of solicitors. He agreed with the Solicitor-General in expressing surprise that solicitors should be content to be described as belonging to the "inferior" branch of the profession. He urged that appointments open to the bar, such as police magistrates or county court judgeships, should be also open to solicitors. The committee might very properly devote some of their attention to the subject, and press its consideration not only on the provincial societies but upon the committee of the Incorporated Society for the United Kingdom.

Mr. Archer seconded the motion, which was adopted unanimously, as was also a motion by Mr. A. T. Squarey in favour of the printing of the president's address.

The following gentlemen were appointed on the committee:—Messrs. F. Archer, J. Thornely, and F. J. Hawkins (retiring members), and Messrs. J. E. Gray Hill, Monkhouse, Mather, and S. Castle.

Mr. Gray Hill then moved a vote of thanks to the president, the officers, and the members of the committee for their services during the year. Referring to the decline of litigation in the courts he indorsed the observations of the president, and added that it was a curious thing that not only was the work actually done too slowly, but it was attempted to be done too quickly. If the judges would conduct the business of litigation as the directors of a great steamship company or a great railway company conducted their business—that was to say, with a view to the convenience of those who sought their services—then, no doubt, the public would respond, and would come before the judges more frequently. The list for the day was filled with causes far more numerous than could be got through in the day under ordinary circumstances, with the result that parties and their witnesses were kept hanging about at enormous expense. In this state of things it was only natural that the litigant should keep away. It did sometimes happen that if there was some important date in view—it might be the 12th of August or some other date—there was a tendency to sit a little earlier and a little later than the ordinary strength of litigants, of witnesses, and of solicitors was able to endure, in order to be finished by the date in question. There had been an example of this on a recent occasion. If only they had the system of continuous sittings this objection would be overcome. What was wanted was a succession of judges, so that the doors of the courts of justice in Liverpool and in Manchester might always be open.

Mr. M. Smith seconded the motion, which was carried. The President briefly responded, and the proceedings closed.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Intermediate Examination.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 6th of November, 1890:—

Allcock, Frederick
Allen, Maurice
Anderson, Henry
Aste, Frank William
Atter, James
Bagot, Cecil Villiers, B.A.
Baitey, William Robert
Banks, Samuel Arthur
Barker, Henry Shelley
Barnes, Reginald Longmore
Bartlett, Arthur Wilson
Battey, Christopher North Rockley
Bennett, Cecil George
Berryman, Frederick
Blanford, Ernest
Borissow, Clement Louis
Bowen, Harry James Ap-Owen
Bowker, Alfred
Bowker, Henry Francis
Boyes-Fowler, Benjamin John, B.A.
Bridgman, Christopher Henry Charles
Briggs, Arthur
Brown-Constable, Bedford
Bruce, Gerald Trevor
Bryers, Thomas Edward
Bullivant, Thomas
Burcher, Frederick Edward
Burnard, John Weaver
Burnett, William Maurice Compton
Castlehow, William, M.A.
Chapman, John Spencer
Charlesworth, George Kenneth
Clarke, Robert Sutton, B.A.
Clutterbuck, Charles Granville
Cobbett, Walter Palmer
Cockerton, Vernon Reilly
Collins, Algernon Lionel
Colmer, Albert Ernest
Coode, Phillip Melvill
Cook, William
Cope, Francis John
Corbett, Edward Corles
Cornick, Richard
Cornwall, Robert
Crabtree, William Isaac
Crookes, Joseph Wells
Crouch, Henry Newton
Dargue, William Dawson
De Fleury, Adrian
Digby, Hector Edward Arthur
Dixon, Arthur Buckland
Dixon, Burleigh Harry John
Dixon, Samuel Taylor
Dodd, Charles Henry
Douglas, John David
Dowling, Henry Barré, B.A.
Druce, Harry Reid Seton
Dunlop, Robert William Layard
Eldgridge, Ernest Herbert
Emery, Henry Alcock
Evans, George Henry
Evans, Thomas Francis
Evans, Walter Ralph
Farish, Arthur Farish
Fittall, Robert John
Finden, George Constantine Frederick Alexander Sketchley, B.A.
Flowers, Arthur
Fosbery, Henry James Wilson, B.A.
Foster, Joseph Percy Thomasin, B.A.
Fox, Herbert Edward William
Fox, Herbert Hamilton
Freeland, Edward Fricker
Gale, John Edward
Gandy, William James
Gidley, John, B.A.
Giles, Alfred
Glover, Arthur John
Gore, Arthur Holmes
Griffiths, Fred James
Grove, Ernest Harry
Grunhut, Victor
Gush, George Elgood
Gwatkin, Hugh Fortescue Wilmhurst
Hall, Harry
Hamer, Henry
Hammond, John
Hancock, Robert John
Hardwicker, James Ogden
Harman, Francis, B.A.
Harvey, Eustace John, B.A.
Haslam, Arthur
Haward, Arnold John
Hawkes, Francis Samuel
Hayllar, Frank Hayllar
Hayward, Francis Goodall
Heelis, George Herbert
Hellard, Charles Stuart
Hemingway, Allan Scott
Heny, Charles Granville
Hextall, George Bown
Hibbert, Alan
Higgs, Charles Samuel Barber
Hiron, Charles Gerald Eden
Hodgson, William Henderson
Holmes, Harold
Hopwood, John Rowland
Hosgood, Sebastian
Humphry, Godfrey Wood, B.A.
Jaffrey, Norman Parr, B.A., LL.B.
James, Joseph Arthur
James, Richard Edwards
Jeffery, Ernest Charles
Jenkins, William
Jessop, Hylton
Jevons, Harold
Johnson, Joseph
Jones, John Herbert
Jones, John Thomas
Kay, Robert Newbald
Kendall, William Clarke, B.A.
Kerridge, Henry
Koe, Alfred Pemberton, B.A.
Lascelles, Edwin Thomas
Laurance, Henry Hamilton, B.A.
Laycock, Frederick Uttley
Lea, George Henry Clark
Lees, William James
Leigh, Frank
Lindo, Cecil Gabriel
Lloyd, Frederick Charles
Lumley, Reginald John Ashley
McConnel, Murray
Macnab, Arthur Alexander, B.A.
Macpherson, Arthur Holt, B.A.
Margetts, Lewis Alfred Tomes
Marshall, Hugo Theodore
Mathews, Douglas
Matthews, John
Medley, Charles Douglas, B.A.
Metcalf, Frank
Michael, John Edward Soilleux
Milford, Reginald Stewart, B.A.
Miller, Henry William
Miller, Sidney James
Mobberley, William Stanley
Morgan, William Frederic Taylor B.A.
Morris, Lewis Algernon
Morris, William Shewell
Mossop, William
Mudd, Frederick
Mumford, George Lugar
Newnham, John Montague, B.A.
Northway, Roland Thomas Southmead
O'Halloran, John William
Orchard, Edgar John
Overton, Samuel Goe
Peake, Huge
Peed, John, B.A.
Pennington, Herbert
Perry, Richard Arthur
Phoenix, John
Phillips, David Thomas
Pinkett, Frederick Philipse
Platt, Arthur William
Plows, William Joseph
Plumbridge, Thomas
Pratt, Spencer Charles
Price, Charles William Mackay
Prior, Edward Arthur
Prosser, George
Pugh, Thomas
Ram, John Adye Scott
Read, William James Stone
Richardson, Alfred Booth
Richardson, John Edward
Richmond, John
Rigby, George Henry
Roberts, Hugh Alexander, B.A.
Roberts, Robert Charles
Robson, George Frederick
Roe, William Henry
Romer, Ralph Cudworth
Roscoe, Philip, B.A.
Rose, Philip Vivian
Ross, Henry Harrison Stockdale
Russell, Harold Hopper
St. Lawrence, Vincent
Sankey, Albert Edward, B.A.
Saw, Henry William, B.A.
Schmettau, Charles Adolf
Scott, Walter
Scriven, Charles
Senior, Francis Gerald
Sergeant, Walter Holroyd
Sharples, William Edmund
Simpson, Cecil, B.A.
Simpson, Cyril Edward, B.A.
Slade, George, B.A.
Slater, Archibald, B.A.
Slaughter, Charles William
Smith, Alexander
Smith, Casson Perrott
Smith, John Horace
Snape, Alfred Henry
Speakman, John Richard
Spence, Thomas William Davidson
Storey, William
Stratton, Henry Duncan
Street, Walter
Stringer, Harold Walker, B.A.
Sturges, Gerald Betterton
Suckling, Francis Earle
Swann, Oliver Howard
Sykes, Godfrey
Tait, Duncan John
Tayler, Walter Henry
Taylor, Alan Reed
Taylor, Harry Alfred
Taylor, Montague Wakefield
Temple, William
Thirlby, Edwin Harris
Thomas, John Frederick
Thompson, Frederick Henry
Tillett, Henry Ellis Turner
Trevanion, Charles Graham
Trubshaw, Wilfred
Turner, John Mayer Burrow
Turner, Walter
Vinter, Ernest
Wace, Robert
Walker, Stephen Henry
Walton, Charles James Augustus
Walton, John
Watson, John
Wells, Leonard Stanley Melville
Williams, John Pentir, B.A.
Williams, William Griffith, B.A.
Wood, Arthur Wensley
Wood, Ernest Edmund

Woollacott, Frank
Woollcombe, Reginald
Worthington, Walter
Wright, Charles North
Wright, James, B.A.
Wynne, Walter Watkyn, B.A.
Yates, Richard
Yonge, Duke Mohun
Young, Cyril
Young, Lionel George

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 4th and 5th of November, 1890:—

Adames, Ernest Gribbon
Alsop, Vincent
Armstrong, Reginald
Arnold, Thomas Kerchever, B.A.
Askren, James Harnew
Axe, John William
Baines, Henry Verdon
Baldwin, Arthur
Barrett, Sidney Lennard
Battersby, Robert
Baxter, Hedley
Berry, Albert George
Birdwood, Francis Travers, B.A.
Blair, James
Blake, Aubrey Aston
Blundell, Alfred Herbert
Blundell, Charles Winnall
Bolmgbroke, Ernest Michael
Bovill, Frederick Walter, B.A.
Bradburne, Charles Randal, B.A.
Brindley, Evelyn
Brown, Frederick Robert
Bryant, William Hugh Owen Mansel
Burlton, Harry Edmund
Carruthers, James Byam
Child, Stephen Ambrose, B.A.
Chrisp, James
Clark, Thomas Edward
Clarke, Charles Thomas Erlin
Clarke, James Morgan Strachan
Clarke, John
Clemence, Herbert
Cole, Henry
Coupland, Frederick Thomas, B.A.
Cousins, Frederick Charles, B.A.
Craddock, Job
Craston, William Herbert, LL.B.
Cromach, Charles
Cruitt, Peter
Dawson, Charles William
Dickinson, Oliver Horace, B.A.
Downey, John Henry
Draper, Herbert
Druitt, Melvill
Dunnell, Robert Francis
Edlin, Edward Frederick Holberton
Fernley, Jonn Hetherington
Field, Frederick William
Fowkes, Henry Evett, B.A.
Gilmour, Orman Horace
Godwin, Charles Edward
Gradwell, William Newby
Grey, George, B.A., LL.B.
Grey, George Duncan
Grundy, James Arthur
Grundy, Lewis Henry
Hadden, Henry Alexander, M.A.
Hall, William Frederick
Harris, Ernest Cecil
Hawkins, Henry Forshaw, M.A., B.C.L.
Hayne, Henry Bertram Robinson
Heiron, Arthur
Heysham, George Arthur Heysham Mounsey, B.A.
Hilliard, Walter
Holme, Randle Fynes Wilson, B.A.
Hood, Joseph
Hutchins, William John Mortimer
Iggulden, William Thurburn
Jacobs, George Saunders
Jardine, John Robert Baird
Jee, John Christian
Jeffery, Cuthbert John
Jennings, Alexander Frederic
Jerome, Peter
Johnson, Matthew Graham
Jones, Percy Dowsland
Keene, Thomas Mann
Kerly, Frederick Gyles
Kinsey, Frank
Knight, William Herbert
Lawman, Arthur John
Lewis, Arthur Edward, B.A.
Lloyd, Edward, LL.B.
Macaulay, Aulay
Macklin, Charles Campbell
Marks, Arthur Wilmot
Martyn, William Turnavine, B.A.
May, Frederick
Merryweather, Ernest James
Meyrick, William Lloyd
Moon, William Robert
Murray, William Robert Walker
Murton, George
Nicholas, John Henry
Nixon, William
Norton, Walter Percy
Osgood, William Henry
Parry, Henry
Poole, Reginald Ward Edward Lane, B.A.
Powles, Edward Paulet
Prichard, Charles Ernest Moreton
Rainier, John Loudon
Reed, Henry John Clement
Rees, Arthur
Ridley, Frank Colborne, B.A.
Roberts, Cecil Charles
Roberts, Thomas William Wood
Rouse, Arthur John, B.A.
Salter, Herbert Derby
Saltwell, Arthur Harry
Saul, George Frederick
Scott, Joseph
Sharpe, Francis Joseph Threlfall, B.A.
Sharpe, Henry Cecil, B.A.
Shaw, George
Shaw, John William
Silburn, Reginald James Singleton
Smale, Harry Edgar
Smith, Crispin Edward
Smith, Joseph Brittain
Solomon, Montagu
Sparks, William
Startup, James Collingwood
Stewart, Robert Bruce, B.A.
Stuart, William Joseph
Taylor, Charles Thomas
Thomas, Arthur Hannibal
Thomas, Lewis Drew
Thorowgood, Frederic John
Tonkin, William Bernard
Traill, Henry Fergus
Turner, Herbert Dickinson
Turner, Stanley
Turton, Alfred
Voules, Francis Minchin
Walton, Walker Edward Baskerville, B.A.
Warren, Frederick Charles
Watkins, George Floyd
Watson, William George
Watt, Richard Ernest
Way, Ernest William
Webb, William Howard
Wesley, George Walter, B.A.
Westwood, Frank
White, George Herbert
White-Cooper, Alfred Samuel Plumptre, B.A.
Wickham, John Herbert Townshend
Wild, Fred
Wilde, William
Willett, Herbert
Wilson, Frederick Robert
Wilson, Harold Inchbald, B.A.
Wilson, Harry
Wilson, William Henry
Winder, Norman
Woolsey, Charles Monsey
Wright, Charles Beaufoy
Wright, John George
Wrigley, Walter Grundy

LAW STUDENTS' SOCIETIES.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—Nov. 24—W. J. Sparrow, Esq., barrister-at-law, in the chair.—A debate was held on the following subject:—"The owners of an hotel erected a stove in their kitchen, which, though only used in an ordinary way, and protected in the rear by asbestos, rendered the wine cellar of the adjoining house unfit for ordinary and reasonable use. Was an injunction rightly granted to restrain them from using the stove?" (*Reinhardt* v. *Mentasti*, 58 L. J. Ch. 787). Mr. G. M. Magee opened in the affirmative, which was also supported by Messrs. Martin, Watts, Glover, Finch, Byrne, Brown, Lockwood, Fosberry, Gittins, and Urwin. Mr. E. Mather opened in the negative, which was also supported by Messrs. Bullen, Todd, McMaster, Forshaw, Nevins, Masters, Rodgers, Hughes, Barnes, and Archer. The question was decided in the negative by the casting vote of the chairman.

NEW ORDERS, &c.

COUNTY COURTS.

I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the Offices of the County Courts may be closed on the Twenty-third, the Twenty-fourth, the Twenty-sixth and Twenty-seventh days of December, 1890.

Given under my hand this seventeenth day of November, 1890.

HALSBURY, C.

LEGAL NEWS.

OBITUARY.

Mr. THEODORE KING, barrister, died at Tunbridge Wells on the 22nd inst. Mr. King was born in 1848, and was the only son of the late Rev. Thomas King, M.A., vicar of Little Malvern, and of Lyttelton House, Malvern Link. The deceased became a student of the Inner Temple in 1868, and was called to the bar in June, 1873. He was a member of the Oxford Circuit, and he also practised at the Worcester and Middlesex Sessions. He married in 1877 Mary, only daughter of Mr. Philip Parsea Ellis, of Herbrandstone, Pembroke. Until recently he was a major in the 3rd Worcester Regiment of Militia.

APPOINTMENTS.

Mr. WILLIAM CHRISTOPHER ATKINSON, solicitor (of the firm of Bailey & Atkinson), of Liverpool, has been appointed a Commissioner for Oaths. Mr. Atkinson was admitted a solicitor in 1884.

Mr. HERBERT BROOMHEAD BROOMHEAD, solicitor (of the firm of Silvester, Son, & Broomhead), of Beverley, has been appointed a Commissioner for Oaths. Mr. Broomhead was admitted a solicitor in July, 1884, and is clerk to the Commissioners of Sewers for the east parts of the East Riding of Yorkshire.

Mr. ALLEYNE BROWN, solicitor, of Southport, has been appointed a Commissioner for Oaths. Mr. Brown was admitted a solicitor in July, 1884.

Mr. FREDERICK ADOLPHUS CAMIDGE, solicitor, of York, has been appointed a Commissioner for Oaths. Mr. Camidge was admitted a solicitor in February, 1884.

Mr. CHARLES ARTHUR CLOSE, M.A., B.C.L., solicitor (of the firm of Close & Co.), of 23, Great Marlborough-street, W., has been appointed a Commissioner for Oaths. Mr. Close was admitted a solicitor in March, 1884.

Mr. EDWARD CHALLINOR, solicitor (of the firm of Challinors & Shaw), of Leek, has been appointed a Commissioner for Oaths. Mr. Challinor was admitted a solicitor in September, 1884.

Mr. JOHN CROSS, solicitor (of the firm of Cross, Barnard, & Cross), of Norwich, has been appointed a Commissioner for Oaths. Mr. Cross was admitted a solicitor in December, 1878.

Mr. ALFRED GEORGE DINN, solicitor (of the firm of Lockyer & Dinn), of Gresham-buildings, E.C., has been appointed a Commissioner for Oaths. Mr. Dinn was admitted a solicitor in October, 1883.

Mr. WALTER FOSTER, solicitor, of Leeds, has been appointed a Commissioner for Oaths. Mr. Foster was admitted a solicitor in September, 1884.

Mr. JOSEPH EDWARD GILSON, solicitor, of Sheffield, has been appointed a Commissioner for Oaths. Mr. Gilson was admitted a solicitor in November, 1883.

Mr. WM. GRANT GREIG, solicitor, of 18, Abingdon-street, Westminster, has been appointed a Commissioner for Oaths. Mr. Greig was admitted a solicitor in June, 1884.

Mr. JAMES FREDERICK GRIFFITH, solicitor, of 4, Old Serjeant's-inn, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Griffith was admitted a solicitor in June, 1884.

Mr. THOMAS HOWSON, solicitor (of the firm of Ainsworth, Sanderson, & Howson), of Blackburn, has been appointed a Commissioner for Oaths. Mr. Howson was admitted a solicitor in August, 1883.

Mr. Walter Hennels, solicitor, of Rotherham, has been appointed a Commissioner for Oaths. Mr. Hennels was admitted a solicitor in November, 1883.

Mr. Frank Herbert James, solicitor (of the firm of Learoyd, James, & Mellor), of 12, Coleman-street, E.C., has been appointed a Commissioner for Oaths. Mr. James was admitted a solicitor in June, 1884.

Mr. Francis Albert Joyce, solicitor, of Freshwater, Isle of Wight, has been appointed a Commissioner for Oaths. Mr. Joyce was admitted a solicitor in April, 1882.

Mr. Benjamin Kent, solicitor, of Portsea, has been appointed a Commissioner for Oaths. Mr. Kent was admitted a solicitor in August, 1884.

Mr. Archibald Sykes Morris, solicitor (of the firm of Hack & Morris), of 8, Pancras-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Morris was admitted a solicitor in July, 1884.

Mr. T. Hollins Arden, solicitor, of Liverpool, has been appointed a Notary Public.

Mr. F. O. Crump, Q.C., of the South-Eastern Circuit, and Mr. H. D. Greene, Q.C., of the Oxford Circuit, have been elected Benchers of the Honourable Society of the Middle Temple, in succession to the late Mr. J. J. Johnson, Q.C., and the late Mr. C. Milward, Q.C.

Mr. Ledgard, Q.C., of the Parliamentary Bar, has been elected a Bencher of the Honourable Society of the Inner Temple, in place of the late Mr. Crompton, Q.C.

His Honour Judge Bristowe has been elected Treasurer of the Honourable Society of the Inner Temple for the ensuing year, in succession to Lord Justice Lopes.

Sir Francis Villeneuve Smith, late Chief Justice of the Supreme Court of Tasmania, has been elected a Supernumerary Bencher of the Honourable Society of the Middle Temple.

Lord Coleridge has been elected Treasurer of the Honourable Society of the Middle Temple for the ensuing year, in succession to Mr. Justice Day.

Mr. Napier Higgins, Q.C., has been elected Treasurer of the Honourable Society of Lincoln's-inn, in succession to the Right Hon. George Osborne Morgan, Q.C., M.P., whose year of office expires on the 10th of January next.

The Council of Legal Education have made the following appointments for the year ending January 10, 1892:—Jurisprudence, including international law, public and private—Roman law—and constitutional law and legal history: Joint professors, Mr. W. A. Hunter and Mr. E. C. Clark; joint examiners, Mr. A. Henry and Mr. Hugh Fraser. Equity: Professor, Mr. Richard Horton Smith, Q.C.; examiner, Mr. C. S. Medd. The law of real and personal property: Professor, Mr. Howard W. Elphinstone; examiner, Mr. J. Bradley Dyne. The common law: Professor, Mr. Edmund Robertson; examiner, Mr. W. English Harrison.

GENERAL.

On the 25th inst. Mr. Alexander Low, Sheriff of Ross and Cromarty, was installed as one of the judges of the Court of Session, Edinburgh. The first division of the court, in which the ceremony took place, was crowded with spectators. After having passed his trials he took his seat on the bench with the title of Lord Low.

The *Times* Burmah correspondent says that a law agent practising in Mandalay has been convicted of defrauding the Government of 3,500 rupees. He induced certain Shans to personate claimants to whom an amount had been awarded. He was sentenced to eighteen months' simple imprisonment, and to pay a fine of 5,000 rupees. His Burman accomplice was sentenced to four years' rigorous imprisonment. Very grave abuses exist in Upper Burmah owing to unqualified persons being allowed to practise as advocates. Mr. Hodgkinson, the Judicial Commissioner, is taking steps to terminate the existing abuses.

An Order in Council is published in Tuesday's *Gazette*, whereby the Queen declares that for the purposes of section 2 of the Marriage Act, 1890, any office, room, or place within the precincts of an Ambassador's or Minister's house, and any church or chapel annexed to such house, shall be deemed to be part of such house, and the Consular Marriage Acts shall apply to marriages solemnized therein, as if the Ambassador or Minister were a Consul duly authorized under the Acts. The same order applies to the dwelling of a Consul if within ten miles of his official residence. In case her Majesty is pleased under the provisions of section 3 of the said Act to authorize any Governor, High Commissioner, Resident, or other officer (not being a Consul within the meaning of the Consular Marriage Acts) to solemnize and register marriages, or any person to act as her officer and Commissioner for that purpose in any country or place outside her Majesty's dominions, the district for which he is so authorized to act shall be deemed to be his district for the purposes of expressions in the Consular Marriage Acts referring to the district of a Consul, and the office or place specified in the writing by which he is authorized shall be deemed to be his Consulate or office of his Consulate, and any document required by those Acts to be authenticated by the Consular seal shall be sufficiently authenticated if sealed with his official seal, or if signed by him with the addition of his official name or description. The order is to be referred to as "The Foreign Marriages Order in Council, 1890."

At the Norwich Assizes Mr. Justice Hawkins, in his charge to the grand jury, said, with regard to the law with reference to criminal appeals, he had come to the conclusion that, although theoretically every man who complains of a conviction which is passed upon him, or a sentence which is pronounced against him, should have, and may be said to be entitled to, an appeal to some superior tribunal, as a party in a civil case has a right to appeal against a judgment for even £25, yet he was satisfied that it would be impracticable to grant an appeal to every man who complains, or wishes to complain, of his conviction or of his sentence. There were few men who were convicted, and who were sentenced to anything like substantial punishment, who would not complain; and if it were universally allowed that in all criminal cases an appeal should follow, without control, at the mere will of the party so affected by the conviction, it would be quite impracticable and impossible for appeals to be discussed if there were so many of them, as possibly there would be under such circumstances. It had occurred to him that there might be a medium course which might be adopted. It was not to constitute a court of appeal in the strict sense of the term, but he thought there might be very usefully permitted a new trial under circumstances which should make it expedient in the eyes of the Home Secretary and of the judge who tried the case. If the law would permit it by enactment there might, and he thought ought, to be power on the part of the Home Secretary, with the assent of the judge, to direct that a man whose conviction was doubtful might be retried.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, December 1	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday 2	Farmer	Ward	Beal
Wednesday 3	Rolt	Pemberton	Pugh
Thursday 4	Farmer	Ward	Beal
Friday 5	Rolt	Pemberton	Pugh
Saturday 6	Farmer	Ward	Beal
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, December 1	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Tuesday 2	Leach	Jackson	Carrington
Wednesday 3	Godfrey	Clowes	Lavie
Thursday 4	Leach	Jackson	Carrington
Friday 5	Godfrey	Clowes	Lavie
Saturday 6	Leach	Jackson	Carrington

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Earle.—Nov. 21, at Edgemoor, Kersal, Manchester, the wife of Nicholas Albert Earle, solicitor, of a son.

Fuller.—Nov. 19, at Dornton Villa, Bedford Hill, Balham, the wife of Ernest A. Fuller, solicitor, of a son.

Snell.—Nov. 24, at Great Dunmow, Essex, the wife of Fred. J. Snell, solicitor, of a daughter.

Stanley.—Nov. 25, at The Elms, Upper Mall, Hammersmith, the wife of Walton Stanley, solicitor, of a daughter.

Wadsworth.—Nov. 18, at Rothbury, Worsley-road, Hampstead, the wife of Samuel Wadsworth, of Lincoln's-inn, barrister-at-law, of a son.

DEATHS.

Dodson.—Nov. 10, at 47, Iffley-road, Oxford, William Francis Dodson, LL.D., late of Doctor's-commons, eldest son of the late Rev. William Dodson, M.A., J.P., for many years rector of Well-with-Claxby, Lincolnshire.

Richardson.—Nov. 20, in London, suddenly, Alfred Richardson, of Much Hadham, Herts, solicitor, aged 39.

WINDING UP NOTICES.

London Gazette.—Friday, Nov. 21.

JOINT STOCK COMPANIES.

Limited in Chancery.

David Storer & Sons, Limited—Kekewich, J., has, by an order dated Nov 15, appointed John Henry Tilley, 37, Queen Victoria st, to be official liquidator

J. Rolls & Sons, Limited—By an order made by North, J., dated Nov 13, it was ordered that the voluntary winding up of the company be continued Shepheards, Finsbury circus, solors for the petnrs

Lady Guide Association, Limited—Petn for winding up, presented Nov 19, directed to be heard before Stirling, J., on Saturday, Nov 29 Foss & Ledsam, Abchurch lane, solors for the petnr

Lady Guide Association, Limited—Petn for winding up, presented Nov 20, directed to be heard before Stirling, J., on Nov 29 Raphael, Moorgate st, solor for the petnr

London and South Wales Steamship Co, Limited—Petn for winding up, presented Nov 19, directed to be heard before North, J., on Nov 29 Snow & Co, Great St Thomas Apostle, Queen st, solors for petnr

North Western and Midland District Auxiliary Railways Co, Limited—Petn for winding up, presented Nov 17, directed to be heard before Kekewich, J, on Saturday, Nov 29 Thomson, Great Russell st, Bloomsbury, solor for petnr

Shaw Hall Cotton Spinning Co, Limited—The Judge in Vacation has by an order dated Oct 23, appointed William Morton, Hyde, Chester, to be official liquidator

Simonds Steel and Iron Forging Co, Limited—Petn for winding-up, presented Nov 19, directed to be heard before Chitty, J., on Saturday, Nov 29 Matthews, Funchurch st, solors for the petnr

Staffordshire Gas and Coke Co, Limited—Kekewich, J., has fixed Dec 1, at 12, at his chambers, for the appointment of official anliquidator

Stock and Share Broking Corporation, Limited—By an order made by North, J, dated Nov 19, it was ordered that the corporation be wound up Reynolds, West Smithfield, solors for petners

Trouville Pier and Steamboat Co, Limited—Petn for winding up, presented Nov 17, directed to be heard before Stirling, J, on Saturday, Nov 29 Minshall & Co, Chancery lane, solors for petner

Wanzer, Limited—North, J, has, by an order, dated Nov 7, appointed Ernest Cooper, 14, George st, Mansion House, to be official liquidator

Unlimited in Chancery.

9th Commercial £30 Funding Society—Petn for winding up, presented Nov 19, directed

to be heard before Kekewich, J, on Nov 29 Jaques & Co, Ely pl, Holborn, agents for Porrett, Sheffield, solor for petner

London Gazette.—TUESDAY, Nov. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COLAR CONCESSIONAIRES CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts and claims, to General G. de la Poer Beresford and W. H. Beaumont, 29, St Swithin's lane Francis & Johnson, Austinfriars, solors for liquidators

CUMBERLAND IRON MINING AND SMELTING CO, LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts and claims, to Henry Irvine Nicholson, Millom Jackson, Ulverston, solor for liquidator

DUERDEN, HUNT, & DUERDEN, LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts and claims, to Mr Thomas Henry Crane, 211, Lord st, Southport Brighouse & Co, Southport, solors for liquidator

ENGLISH APPLE AND FRUIT GROWING CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts and claims, to Mr William Izard, 147, Cannon st May & Co, Adelaide place, solors for liquidator

GENERAL STOCK EXCHANGE AND INVESTMENT CO, LIMITED—Creditors are required, on or before Dec 4, to send their names and addresses, and the particulars of their debts or claims, to Roderick Mackay, 3, Lothbury

GOULDING PLACERS, LIMITED—Petition for winding up, presented Nov 22, directed to be heard before Kekewich, J, on Saturday, Dec 6 Webb & Co, Queen Victoria st, solors for petnr

GRANO METALLIC PAVING CO, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and particulars of their debts and claims, to Kennedy & Co, Clement's inn, solors for the liquidators

INTERNATIONAL CABLE CO, LIMITED—Stirling, J., has by an order dated Nov 8, appointed John Lord, 3, Bucklersbury, to be official liquidator

M. WHITFIELD AND SONS, LIMITED—Chitty, J, has fixed Thursday, Dec 4, at 12, at his chambers, for the appointment of an official liquidator

NATIONAL DEBENTURE AND ASSETS CORPORATION, LIMITED—Petn for winding-up, presented Nov 24, directed to be heard before Kekewich, J., on Dec 6 Lewis & Churchman, Chancery lane, solors for the petnr

NATIONAL DEBENTURE AND ASSETS CORPORATION, LIMITED—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Augustus Edwin Hibberd, 17, King's Arms yard, Coleman st

NEW CANADIAN CROWN LANDS SYNDICATE, LIMITED—Petn for winding up, presented Nov 18, directed to be heard before Chitty, J., on Saturday, Dec 6 Maddisons, King's Arms yards, solors for petner

PERCY IBOTSON & SONS, LIMITED—By an order made by Kekewich, J., dated Nov 15, it was ordered that Percy Ibotson & Sons, Limited, be wound up Ward, Walbrook, solor for petner

SHEFFIELD VICTORIA GARDENS CO, LIMITED.—Creditors are required, on or before Dec 8, to send their names and addresses, and the particulars of their debts or claims, to George Gibson, 2, St. James's row, Sheffield Porrett, Sheffield solor for liqitor

SURESNES RACE COURSE CO, LIMITED.—By an order made by Kekewich, J., dated Nov 15, it was ordered that the company be wound up Rawlins, Queen Victoria st, solor for the petner

SWANSEA JOINERY CO, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Everington Hughes, 4, Wind st, Swansea Thomas & Co, Swansea, solors for the liqidor

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 14.

BAKER, MARY ANN, Ryde, I. W. Dec 13. Meredith & Co, New sq, Lincoln's inn

BALL, ROBERT CREWDSON, Epping, Essex, Merchant. Dec 1. Capel & Co, Fenchurch st

BAMFORD, JOHN, Wooro, Salop, Gent. Dec 1. Ashmall, Hanley

BRADLEY, WILLIAM PRATT, Broxton, Sutton Maddock, Salop, Esq. Dec 20. Potts & Potts, Broseley

CAMPBELL, JOSEPH, Croydon, Draper. Dec 20. Rowland & Hutchinson, Croydon, Surrey

CASSIDY, THOMAS, the younger, Hunmanby, York, Surgeon. Dec 19. Watts & Kitching, Scarborough

CHARLTON, THOMAS, Halifax, Gent. Dec 30. England, Halifax

CUTT, MARY, Harrogate. Dec 18. Kirby & Sons, Harrogate

DANIELS, RICHARD, Cotheridge, Worcs, Farmer. Dec 15. Jaques & Sons, Birmingham

DAVIES, MARGARET, Penrhiw Bowstreet, Cardigan. Dec 31. Roberts & Evans, Aberystwyth

DIXON, MATTHEW, Bath, Captain in R N. Dec 31. Maule & Robertson, Bath

GREGORY, EDWARD, Crumpsall, nr Manchester. Jan 10. Diggles & Ogden, Manchester

GARTHER, ERNEST, Salford, Merchant. Dec 21. Sampson & Price, Manchester

HAYCROFT, ANN, Highbury place, Highbury. Dec 31. Rennoldson, South Shields

HORROCKS, JOHN, Bowdon, Chester, Gent. Dec 13. Butcher & Barlow, Bury

HUGHES, CAROLINE, Cheltenham. Dec 10. Hughes & Bartlett, Lincoln's inn fields

JEFFERSON, ROBERT, Newcastle upon Tyne, Estate Agent. Dec 22. Ward, Newcastle upon Tyne

KEEN, JOSEPH, Birmingham, Tobacconist. Dec 30. Wright & Co, Oldbury

KNOX, SOPHIA MARTHA, Reading. Dec 20. Soames & Co, Lincoln's inn fields

LEAR, WILLIAM, Buxton, Derby, Priest. Dec 15. Smith & Co, Crediton, Devon

LITTLEWOOD, JOSEPH, Leeds, Labourer. Dec 27. Middleton & Sons, Leeds

LOWE, ELIZA, Wychdon Cottage, nr Stafford. Jan 1. Ashmall, Hanley

JONES, ELIZA MARGARET MARIAN PARRY, Whitchurch, Salop. Dec 22. Bygott, Wem and Whitchurch

MARKHAM, WILLIAM HOPE, West Cowes, I. W. Dec 17. Peckham & Co, Knightrider st, Doctors' commons

MARSHALL, WILLIAM, Metheringham, Lincs, Farmer. Dec 1. J. & A. Burton & Scorer, Lincoln

MILLAR, GEORGE COCHRANE, Clapton sq, Lower Clapton, Doctor of Medicine. Dec 31. Edell & Co, King st, Cheapside

MOORCROFT, THOMAS WILLIAM, Edgbaston, Birmingham, Clerk at District Court of Bankruptcy. Dec 31. Clarrissa Hannah Cooper, 112, Bristol rd, Edgbaston

MURRAY, ANN, Newtown, Millom, Cumbrld. Dec 15. Butler, Broughton in Furness and Millom

NAPIER, GEORGE VERNON COLEMAN, Muttra, India, Colonel Commanding 1st Dragoon Guards. Dec 25. Troutbeck & Barnes, Westminster chmbrs, Victoria st

OGDEN, JAMES, Hanley, Joiner. Dec 31. Paddock & Sons, Hanley

PARTINGTON, JANE, Fergusson vls, Avenue rd, North Finchley. Jan 1. Taylor & Taylor, New Broad st

PENRUDDOCKE, JULIANA LETITIA, Milton, Silbourne, Wilts. Nov 29. Dixon, Pewsey

POTTER, JOSEPH, Buxton, Cab Proprietor. Dec 17. Taylor & Brown, Buxton

RALPH, ABRAHAM, Plymouth, Gent. Jan 1. Rooker & Co, Plymouth

RICHARDSON, HENRY, Haverhill, Suffolk, Farmer. Dec 16. Freeman, Haverhill

RINGE, JOHN, Cambridge, Railway Inspector. Dec 24. Ellison & Burrows, Cambridge

SCARLETT, WILLIAM, Hanley, Chemist. Dec 14. Ashmall, Hanley

SHAW, JOHN, Old Trafford, nr Manchester, Seedsman. Dec 9. Dendy & Tatum, Manchester

SIMPSON, JANE, Cornholme in Stansfield, Halifax. Dec 12. Shackelton, Todmorden

SMITH, EMILY, Bridlington, Yorks. Dec 20. Sutcliffe & Sutcliffe, Bridlington

SMITH, THOMAS LAMBERT, Bridlington, Yorks, Stone Mason. Dec 20. Sutcliffe & Sutcliffe, Bridlington

SOLOMON, ANNE, St Mark's st, Goodman's fields. Dec 31. Goldring, Gt Tower st

TAYLOR, GEORGE, Blackheath, Rowley Regis, Staffs, Publican. Dec 8. Wright & Tanfield' Cradley Heath

THORN, HENRY, Bedford row, Solicitor. Dec 15. Peacock & Goddard, South sq, Gray's inn

VACHER, BENJAMIN, Tachbrook st, Pimlico. Dec 25. Troutbeck & Barnes, Westminster chmbrs, Victoria st

VOWLES, MARY NORTHCOTE, Mayfield, Addlestone. Dec 11. Cooke & Co, New Inn, Strand

WILSON, ANDREW, Hopton rd, Coventry pk, Streatham, Esq. Dec 26. Fooks & Co Carey st, Lincoln's inn fields

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 21.

RECEIVING ORDERS.

ABBOTT, CHARLES THELWELL, New inn, Strand, Solicitor High Court Pet July 26 Ord Nov 18

ATKINSON, ALEXANDER, late Warwick rd, Earl's Court, Member of the Institution of Civil Engineers High Court Pet Oct 31 Ord Nov 17

BARNETT, FREDERIC, Leeds, Foreman Printer Leeds Pet Nov 18 Ord Nov 18

BELL, GEORGE HUNTER, Newtown, Montgomeryshire, Music Seller Newtown Pet Nov 19 Ord Nov 19

BLACK, ROBERT, Salford, Grocer Salford Pet Nov 19 Ord Nov 19

BOWLES, JAMES, Bilbay Farm, nr Semley, Wilts, Farmer Salisbury Pet Nov 7 Ord Nov 17

BRAISHER, DAVID, Colnbrook, Bucks, Saddler Windsor Pet Nov 17 Ord Nov 17

BUTLER, HENRY, Stratton St Margaret, Wilts, Farmer and Dealer Swindon Pet Nov 1 Ord Nov 17

COBB, CHARLES A, Wool Exchange, Boot Dealer High Court Pet Nov 13 Ord Nov 18

COWPER, RICHARD, Cowan Bridge, Parish of Tunstall, Lancs, Tailor Kendal Pet Nov 18 Ord Nov 18

CRITCHEL, ARCHIBALD JOHN, Bristol, Matrimonial Agent Bristol Pet Oct 7 Ord Nov 18

DABELSO, W, Black Lion-yard, Whitechapel High Court Pet Oct 27 Ord Nov 18

DE LEEUW, SOLOMON, High st, Aldgate, Meat Salesman High Court Pet Nov 19 Ord Nov 19

DOUGLAS, WILLIAM, Fenchurch bldgs, Fenchurch st, Commission Agent High Court Pet Nov 17 Ord Nov 17

DUNCAN, JAMES, the younger, and ARCHIBALD WILLIAM DUNCAN, South Stockton, Grocers Stockton on Tees Pet Nov 18 Ord Nov 18

FOSTER, FREDERICK, Burnley, Stockbroker Burnley Pet Nov 18 Ord Nov 18

GREEN, FREDERICK WILLIAM, Swineshead Bridge, Swineshead, Lincs, Wheelwright Boston Pet Nov 19 Ord Nov 19

GREEN, JOHN, Malvern, Carpenter Worcester Pet Nov 19 Ord Nov 19

GREEN, THOMAS, West Bromwich, late Brass Founder West Bromwich Pet Nov 19 Ord Nov 19

HALE, JOSEPH, Southport, Bricklayer Liverpool Pet Nov 18 Ord Nov 18

HALLETT, HENRY WILLIAM, Ilminster, Somerset, Draper Taunton Pet Nov 5 Ord Nov 15

HUGHES, HENRY, Leeds, Boot Riveter Leeds Pet Nov 17 Ord Nov 17

HUNT, FREDERICK, Luton, Beds, Corn Dealer Luton Pet Nov 19 Ord Nov 19

JAMES, THOMAS, Comberton, Orleton, Herefordshire, Timber Dealer Leominster Pet Nov 19 Ord Nov 19

JONES, SAMUEL LEWIS, Britonferry, Glam, Colliery Proprietor Neath Pet Nov 17 Ord Nov 17

LETCHFORD, GEORGE, Tonbridge, Fruiterer Tunbridge Wells Pet Nov 19 Ord Nov 19

LOVING, WILLIAM, Oxford rd, Ealing, Builder Brentford Pet Nov 18 Ord Nov 18

MARSDEN, CHARLIE, Clifton, nr Brighouse, Yorks, Commercial Traveller Halifax Pet Nov 19 Ord Nov 19

MIDDLETON, RICHARD, Windermere, Fish Dealer Kendal Pet Nov 18 Ord Nov 18

MILLS, CHARLES, Bradford, Cabinet Maker Bradford Pet Nov 17 Ord Nov 17

MORGAN, EDWIN, Shefford, Beds, Grocer Bedford Pet Nov 19 Ord Nov 19

OXLEY, WILLIAM, jun, Heckmondwike, Woollen Manufacturer Dewsbury Pet Nov 19 Ord Nov 19

PERKINS, ROBERT, Coventry, Cycle Manufacturer Coventry Pet Nov 4 Ord Nov 17

POWELL, GEORGE H., Woolstone rd, Forest hill, Captain in the Army High Court Pet Oct 28 Ord Nov 19

POWELL, JAMES, Newport, Mon, Grocer Newport, Mon, Pet Nov 17 Ord Nov 17

ROBERTS, HARRY THOMAS, Cleckheaton, Yorks, Journeyman Currier Bradford Pet Nov 18 Ord Nov 18

ROBINSON, JOSEPH, Nottingham, Auctioneer Nottingham Pet Nov 18 Ord Nov 18

ROUGH, ARCHIBALD ALFRED GRAEME ST. GEORGE, Goodge st, Tottenham court rd, Assistant in a Berlin Wool Warehouse High Court Pet Nov 19 Ord Nov 19

SAVAGE, ROBERT, Scarborough, Grocer Scarborough Pet Nov 17 Ord Nov 17

SMITH, GEORGE, Newland, Yorks, Farmer Kingston upon Hull Pet Nov 19 Ord Nov 19

SPARROW, EDWIN NASH, Copthall chmbrs, Stockbroker High Court Ord Oct 25

STEPHENSON, GEORGE, Beckenham, Kent, Builder Greenwich Pet Nov 17 Ord Nov 17

THOMPSON, EDWIN, Bishop Thornton, Yorks, Innkeeper Northallerton Pet Nov 17 Ord Nov 17

VAN DER LINDE, SIMON, High st, Whitechapel, Manager to Meat Salesman High Court Pet Nov 19 Ord Nov 19

WALKER, HENRY, Shrewsbury, Fishmonger Shrewsbury Pet Nov 18 Ord Nov 18

FIRST MEETINGS.

BARLOW, CHRISTOPHER RYAN, Burnley, Temperance Hotel Proprietor Dec 18 at 1 Exchange Hotel, Nicholas st, Burnley

BOUGH, WILLIAM, Milford Haven, Fish Buyer Dec 8 at 2.45 Pier Hotel, Pembroke Dock

BOWLES, JAMES, Bilbay Farm, nr Semley, Wilts, Farmer Dec 1 at 12.30 Off Rec, Salisbury

CASABIANCA, EMILE, Fenchurch st, Wine Merchant Dec 2 at 12 33, Carey st, Lincoln's inn

CASIMI, LAWRENCE, Maidment st, Burdett rd, Bow, Master Mariner Dec 1 at 11 33, Carey st, Lincoln's inn

CHAPMAN, HARRY SWANN, and FREDERICK CHAPMAN, Leicester, Boot Manufacturers Nov 28 at 3 Off Rec, 34, Friar lane, Leicester

DOBLE, JAMES, Shirland rd, Paddington, Builder Dec 1 at 2.30 Bankruptcy bldgs, Lincoln's inn

DUERDEN, JOHN, WALTER HUNT, and JOHN STEPHEN DUERDEN, Blowick, nr Southport, Leather Lace Manufacturers Dec 4 at 3 Off Rec, 35, Victoria st, Liverpool

GARDNER, WILLIAM HENRY BUCKBY, Coventry, Watch Manufacturer Nov 28 at 12 Off Rec, 17, Hertford st, Coventry

GOLDING, SAMUEL, Rowde, Wilts, Plumber Dec 3 at 12.30 Off Rec, Bank chmbrs, Bristol

GOVER, SAMUEL PARSONS, Easton, Southampton, of no occupation Dec 1 at 3 Off Rec, 4, East st, Southampton

GRUNDY, EDWARD GEORGE, Liverpool, Estate Agent Dec 5 at 2 Off Rec, 35, Victoria st, Liverpool

HONRICHS, ALEXANDER, Bishopsgate st, Merchant Dec 5 at 2.30 33, Carey st, Lincoln's inn fields

IRVING, ROBERT, Braithwaite, nr Carlisle, Farmer Dec 1 at 12 12, Lonsdale st, Carlisle

JONES, SAMUEL LEWIS, Britton Ferry, Glam, Colliery Proprietor Dec 1 at 12 Off Rec, 97, Oxford st, Swansea

KLINGENDER, RODWELL BERNARD FRANCIS LOUIS KEY, Bishopstown, Glos, Commercial Clerk Dec 3 at 12 Off Rec, Bank chmbrs, Bristol

LEYSHON, WILLIAM, Llansamlet, Glam, Pickler in Tin Works Nov 29 at 12.30 Off Rec, 97, Oxford st, Swansea

LORIE, MICHAEL, Portsea, formerly Livery Stable Proprietor Dec 1 at 4.30 Off Rec, Cambridge Junction, Portsmouth

MARSDEN, CHARLIE, Clifton, nr Brighouse, Yorks, Commercial Traveller Nov 29 at 11 Off Rec, Halifax

MOORE, GEORGE WASHINGTON, jun, and RICHARD JUDD GREEN, Eccles rd, Clapham Junction, Printers Nov 28 at 11.30 24, Railway approach, London bridge

MORTIMER, JOHN THOMAS, SELINA GREET, and FRANK BIDDLE, Leicester, Boot Manufacturers Nov 28 at 12.30 Off Rec, 34, Friar lane, Leicester

NAYLOR, WALTER JAMES, Naylor's Wharf, Rotherhithe, Coal Merchant Dec 3 at 12 33, Carey st, Lincoln's inn

PHILLIPS, GRIFFITH ROBERT, Swansea, Undertaker Nov 29 at 12 Off Rec, 97, Oxford st, Swansea

POWELL, JAMES, Newport, Mon, Grocer Dec 1 at 12 Off Rec, Council chmbrs, Corn st, Newport, Mon

RICHARDSON, JAMES WILLIAM, Kingston upon Hull, Skipper Nov 29 at 11 Off Rec, Trinity house lane, Hull

ROBERTS, HARRY THOMAS, Cleckheaton, Yorks, Journeyman Currier Dec 2 at 11 Off Rec, 31, Manor row, Bradford

SAVAGE, ROBERT, Scarborough, Grocer Dec 1 at 3 Off Rec, 74, Newborough st, Scarborough

SHELTON, THOMAS, Bedford, Licensed Victualler's Assistant Nov 28 at 11 Off Rec, St Paul's sq, Bedford

SHEPHERD, JOHN WILLIAM, Glodwick, Oldham, Warehouseman Nov 28 at 11 Off Rec, Priory chmbrs, Union st, Oldham

STEPHENS, GEORGE EDWARD, Neyland, Pembs, Chemist Dec 3 at 2.30 Pier Hotel, Pembroke Dock

THOMPSON, EDWIN, Bishop Thornton, Yorks, Innkeeper Dec 1 at 12 Court house, Northallerton

WALKER, HENRY, Shrewsbury, Fishmonger Nov 28 at 12 Off Rec, Shrewsbury

WALTERS, ALBERT HENRY, Lower Tooting, Surrey, Boot Retailer Nov 28 at 12.30 24, Railway approach, London Bridge

WHITE, ROBERT HOWARD, Ryarsh, Kent, Landowner Dec 4 at 12.15 Off Rec, Week st, Maidstone

WILLIAMS, EDWARD, Bagillt, Flintshire, General Dealer Dec 1 at 2.30 Crypt chmbrs, Chester

YOUNGMAN, BENJAMIN, Coppermill lane, Walthamstow, Farmer Dec 1 at 12 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

BARNETT, FREDERIC, Leeds, Foreman Printer Leeds Pet Nov 18 Ord Nov 18

BLACK, ROBERT, Salford, Grocer Salford Pet Nov 19 Ord Nov 19

BOUGH, WILLIAM, Milford Haven, Fish Buyer Pembroke Dock Pet Oct 29 Ord Nov 18

BRAISHER, DAVID, Colnbrook, Bucks, Saddler Windsor Pet Nov 17 Ord Nov 17

BRAUN, ISIDOR, Hatton grdn, Dealer in Pearls High Court Pet Oct 31 Ord Nov 18

BUTLER, HENRY, Stratton St Margaret, Wilts, Farmer Swindon Pet Nov 1 Ord Nov 19

COOKSON, RICHARD, Cowan Bridge, Tunstall, Lancs, Tailor Kendal Pet Nov 18 Ord Nov 18

DE LEEUW, SOLOMON, High st, Aldgate, Meat Salesman High Court Pet Nov 19 Ord Nov 19

DOUGLAS, WILLIAM, Fenchurch bldgs, Fenchurch st, Commission Agent High Court Pet Nov 17 Ord Nov 17

DUNCAN, JAMES, the younger, and ARCHIBALD WILLIAM DUNCAN, South Stockton, Grocers Stockton on Tees Pet Nov 18 Ord Nov 18

GARDNER, WILLIAM HENRY BUCKBY, Coventry, Watch Manufacturer Coventry Pet Nov 14 Ord Nov 18

GRAY, JOHN WILLIAM HORACE, and ALBERT GRAY, Leadenhall st, Engineers High Court Pet Nov 13 Ord Nov 18

GREEN, FREDERICK WILLIAM, Swineshead Bridge, Swineshead, Lincs, Wheelwright Boston Pet Nov 19 Ord Nov 19

GREEN, JOHN, Malvern, Worcestershire, Carpenter Worcester Pet Nov 19 Ord Nov 19

GRUNDY, EDWARD GEORGE, Liverpool, Estate Agent Liverpool Pet Sept 27 Ord Nov 19

HEATH, SARAH, Newbury, Berks, late Baker Newbury Pet Oct 18 Ord Nov 14

HOARD, WILLIAM CHARLES, and ALFRED FRANKLIN WINTER, Coleman st, South American Merchants High Court Pet Oct 21 Ord Nov 18

HOLDSWORTH, WILLIE, Northowram, nr Halifax, Wholesale Confectioner Halifax Pet Nov 15 Ord Nov 17

HUGHES, HENRY, Leeds, Boot Riveter Leeds Pet Nov 17 Ord Nov 17

HUNT, ENOCH, Spurstow, Cheshire, Cattle Dealer Nantwich and Crewe Pet Nov 10 Ord Nov 15

HUNT, FREDERICK, Luton, Beds, Corn Dealer Luton Pet Nov 19 Ord Nov 19

JEWELL, RICHARD, Aylesbury, Carpenter Aylesbury Pet Nov 15 Ord Nov 18

JONES, SAMUEL LEWIS, Briton Ferry, Glam, Colliery Proprietor Neath Pet Nov 17 Ord Nov 17

JOWETT, KERSHAW, Bradford, Machine Maker Bradford Pet Nov 4 Ord Nov 18

KLINGENDER, RODWELL BERNARD FRANCIS LOUIS KEY, Bishopston, Glos, Commercial Clerk Bristol Pet Nov 15 Ord Nov 18

LEACH, JAMES COURTENAY, Tonbridge, Surgeon Dentist Tunbridge Wells Pet Nov 11 Ord Nov 15

LETCHFORD, GEORGE, Tonbridge, Fruiterer Tunbridge Wells Pet Nov 19 Ord Nov 19

LOVING, WILLIAM, Oxford rd, Ealing, Builder Brentford Pet Nov 18 Ord Nov 18

MARSDEN, CHARLIE, Clifton, nr Brighouse, Yorks, Commercial Traveller Halifax Pet Nov 19 Ord Nov 19

MIDDLETON, RICHARD, Windermere, Fish Dealer Kendal Pet Nov 17 Ord Nov 18

MILLS, CHARLES, Bradford, Cabinet Maker Bradford Pet Nov 17 Ord Nov 17

MORGAN, EDWIN, Shefford, Beds, Grocer Bedford Pet Nov 18 Ord Nov 19

OSBORN, HENRY, Bradford, Boot Manufacturer Bradford Pet Nov 13 Ord Nov 17

PARROTT, PETER, Macclesfield, Solicitor Macclesfield Pet Oct 17 Ord Nov 18

PITT, FRANK THORNTON, Dudley, Painter's Foreman Dudley Pet Oct 25 Ord Nov 14

ROBERTS, HARRY THOMAS, Cleckheaton, Yorks, Journeyman Currier Bradford Pet Nov 18 Ord Nov 18

ROBINSON, JOSEPH, Nottingham, Auctioneer Nottingham Pet Nov 18 Ord Nov 18

ROUGH, ARCHIBALD ALFRED GRAEME St GEORGE, Goodge st, Tottenham court rd, Assistant in a Berlin Wool Warehouse High Court Pet Nov 19 Ord Nov 19

SAVAGE, ROBERT, Scarborough, Grocer Scarborough Pet Nov 17 Ord Nov 17

SHEPHERD, JOHN WILLIAM, Glodwick, Oldham, Warehouseman Oldham Pet Nov 14 Ord Nov 15

SMETHURST, ARTHUR CLOUGH, Arley Hall, nr Wigan, no occupation Bolton Pet Nov 5 Ord Nov 18

SMITH, GEORGE, Newland, Yorks, Farmer Kingston upon Hull Pet Nov 19 Ord Nov 19

STONE, W J, Battersea, Surrey, Builder Wandsworth Pet Sept 18 Ord Nov 17

THOMPSON, EDWIN, Bishop Thornton, Yorks, Innkeeper Northallerton Pet Nov 17 Ord Nov 17

THOMPSON, HENRY, Phœnix pl, Gray's inn rd, Electrical Case Maker High Court Pet Oct 23 Ord Nov 18

THOTTIER, HENRY, Cardiff, Coal Merchant Cardiff Pet Oct 27 Ord Nov 17

WALKER, HENRY, Shrewsbury, Fishmonger Shrewsbury Pet Nov 18 Ord Nov 18

WARD, JOHN ROBERT, Strand, Cook High Court Pet Oct 21 Ord Nov 18

WARD, THOMAS NICHOLSON, Wandsworth, Surrey, Gent Wandsworth Pet Oct 24 Ord Nov 17

WILLIAMS, JOSEPH, Bristol, Outfitter Bristol Pet Nov 14 Ord Nov 18

WILSON, FREDERICK, Walkington, nr Beverley, Yorks, Innkeeper Kingston upon Hull Pet Nov 15 Ord Nov 19

WOOLLEY, J A, Nottingham, Miller Nottingham Pet Oct 27 Ord Nov 17

YOUNGMAN, BENJAMIN, Coppermill lane, Walthamstow, Farmer High Court Pet Nov 7 Ord Nov 18

The following amended notice is substituted for that published in the London Gazette, Sept. 9.

HOLMES, MINNIE BEATRICE, otherwise JACKSON, Fulham rd, Spinster Liverpool Pet June 12 Ord Sept 6

London Gazette.—TUESDAY, Nov. 25.

RECEIVING ORDERS.

BALE, ROSINA JANE, Plymouth, Glass Dealer East Stonehouse Pet Nov 20 Ord Nov 20

BEADLE, WILLIAM, Penge, Surrey, Plumber Croydon Pet Nov 20 Ord Nov 20

BENNETT, WILLIAM, Swansea, Shoemaker Swansea Pet Nov 20 Ord Nov 20

BRASTED, CHARLES, Brightlingsea, Essex, Mariner Colchester Pet Nov 21 Ord Nov 21

BURNETT, CHRISTOPHER, Fartield Farm, nr Whitby, Yorks, Farmer Stockton on Tees and Middlesborough Pet Nov 21 Ord Nov 21

CAPLEN and REDGRAVE, Croydon, Surrey, Builders Croydon Pet Nov 4 Ord Nov 20

CARLYLE, WILLIAM, Manchester, Licensed Victualler Manchester Pet Nov 21 Ord Nov 21

COLLINS, WILLIAM, Hereford, Hosier Hereford Pet Nov 13 Ord Nov 22

COOPER, GEORGE, Aldershot, Draper Guildford and Godalming Pet Nov 18 Ord Nov 18

DAVEY, W. H., Somerset house, Strand, Civil Service Clerk High Court Pet Oct 17 Ord Nov 11

DAVIES, WILLIAM, Swansea, late Licensed Victualler Swansea Pet Nov 20 Ord Nov 20

ENGELHARD, CHARLES WILLIAM, Great St Helen's, Importer of Foreign Goods High Court Pet Sept 20 Ord Nov 21

FOSTER, FREDERICK, Esh, New Winning, Durham, Draper Durham Pet Nov 22 Ord Nov 22

GREW, THOMAS, Ashby-de-la-Zouch, Leics, Carter Burton-on-Trent Pet Nov 19 Ord Nov 20

HARVEY, GEORGE, Dover, Licensed Victualler Canterbury Pet Nov 21 Ord Nov 21

HAWCRIDGE, WILLIAM, Manningham, Bradford, Athletic Outfitter Bradford Pet Nov 21 Ord Nov 21

HILL, ANDREW HAWKSLEY, Liverpool, Whiting Merchant Liverpool Pet Nov 21 Ord Nov 21

HOBAN, GEORGE MICHAEL, Canterbury, Stone Mason Canterbury Pet Nov 22 Ord Nov 22

JOHN, DAVID, Port Talbot, Glam, Licensed Victualler Neath Pet Nov 20 Ord Nov 20

KING, JOHN TURNER, Wolverhampton, Printer Wolverhampton Pet Nov 21 Ord Nov 21

LAWRENCE, FREDERIC, Clifton, Bristol, Gent Bristol Pet Oct 23 Ord Nov 21

LOWE, WILLIAM, Wordsley, Staffs, Glassmaker Stourbridge Pet Nov 12 Ord Nov 12

PARTRIDGE, JOSEPH, Wavendon, Bucks, Licensed Victualler Northampton Pet Nov 20 Ord Nov 20

PATTISON, WILLIAM, Whitby, Yorks, Grocer Stockton on Tees and Middlesborough Pet Nov 21 Ord Nov 21

SANDFORD, ALFRED ERNEST, Tyldesley, Lancs, Grocer Bolton Pet Nov 20 Ord Nov 20

SCOTT, SAMUEL, Newcastle on Tyne, Builder Newcastle on Tyne Pet Nov 22 Ord Nov 22

SIMS, JOHN, Long Crendon, Bucks, Brickmaker Aylesbury Pet Nov 22 Ord Nov 22

STEVENS, JOHN, Little Everdon, Northamptonshire, Wine Merchant Northampton Pet Nov 19 Ord Nov 19

THOMAS, BENJAMIN, Penydarren, Merthyr Tydfil, Sugar Boiler Merthyr Tydfil Pet Nov 20 Ord Nov 20

THOMAS, JOHN EVAN, Llandovery, Carmarthenshire, Chemist Carmarthen Pet Nov 15 Ord Nov 15

TRIPP, JOHN NAYLOR, Sunderland, Draper Sunderland Pet Nov 5 Ord Nov 21

WALLER, J HOLIDAY, Folkestone Canterbury Pet Oct 22 Ord Nov 21

WILDING, DAVID, Nechells, Birmingham, Baker Birmingham Pet Nov 6 Ord Nov 14

WILLIAMSON, THOMAS, Gateshead, Durham, Painter Newcastle on Tyne Pet Nov 22 Ord Nov 22

FIRST MEETINGS.

BELL, GEORGE HUNTER, Newtown, Montgomeryshire, Music Seller Dec 3 at 1 Off Rec, Llanidloes

BELL, PHILIP WILLIAM, Witton Hall Farm, nr Witton Gilbert, Durham, Farmer Dec 3 at 4.30 Three Tuns Hotel, Durham

BRASTED, CHARLES, Brightlingsea, Essex, Mariner Dec 5 at 2 Townhall, Colchester

BROWN, CHARLES, Fulham Park gdns, Fulham, Mechanical Engineer Dec 5 at 2.30 33, Carey st, Lincoln's inn fields

COOPER, DANIEL, West Bromwich, Boot Dealer Dec 15 at 10.30 County court, West Bromwich

COOPEY, JOSEPH, Waltham Cross, Herts, no occupation Dec 2 at 3 95, Temple chmbrs, Temple avenue

ERNST, WILLIAM, Blenheim rd, Turnham Green, retired Judge Dec 2 at 12 95, Temple chmbrs, Temple avenue

FOSTER, FREDERICK, Burnley, Stockbroker Dec 18 at 1.30 Exchange Hotel, Nicholas st, Burnley

GILES, GEORGE, Cambridge rd, Mile End, Wholesale Looking Glass Manufacturer Dec 5 at 11 33, Carey st, Lincoln's inn fields

GREEN, FREDERICK WILLIAM, Swineshead Bridge, Lincs, Wheelwright Dec 4 at 12.15 Off Rec, 48, High st, Boston

GREEN, JOHN, Malvern, Carpenter Dec 4 at 10.30 Off Rec, Worcester

HUGHES, HENRY, Leeds, Boot Riveter Dec 3 at 11 Off Rec, 22, Park row, Leeds

INMAN, EDWARD, FREDERICK, Oxford st, Licensed Victualler Dec 5 at 12 Bankruptcy bldgs, Lincoln's inn fields

JORDAN, ALFRED, Pontypridd, Ynysybwl, Glam, Bootmaker Dec 2 at 12 Off Rec, Merthyr Tydfil

LEACH, JAMES COURTENAY, Tonbridge, Surgeon Dentist Dec 3 at 12.30 24, Railway approach, London Bridge

MATHIAS, BENJAMIN WILLIAM, Gt Grimsby, Fisherman Dec 3 at 1.30 Off Rec, 3, Haven st, Gt Grimsby

MILLS, CHARLES, Bradford, Cabinet Maker Dec 8 at 3 Off Rec, 31, Manor row, Bradford

NICHOLSON, GEORGE, Aber, nr Bangor, Gent Dec 2 at 2.30 Crypt chmbrs, Chester

OWEN, RICHARD FOSTER, Holloway rd, Upper Holloway, Physician Dec 3 at 1 33, Carey st, Lincoln's inn fields

PEARCE, FREDERICK, Westgate on Sea, Builder Dec 4 at 3.30 53, High st, Margate

ROBINSON, JOSEPH, Nottingham, Auctioneer Dec 2 at 11 Off Rec, St Peter's Church walk, Nottingham

SANDFORD, ALFRED ERNEST, Tyldesley, Lancs, Grocer Dec 2 at 11 16, Wood st, Bolton

SCOTT, SAMUEL, Newcastle on Tyne, Builder Dec 4 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

SEAWELL, KERSHAW, & WARREN, Villiers st, Strand, Auctioneers Dec 5 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

SHAW, JAMES VEITCH, Worthing, Sussex, of no occupation Dec 3 at 11 33, Carey st, Lincoln's inn fields

SMITH, JAMES, Leith, Edinburgh Dec 5 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

STEBBING, ARTHUR CHARLES, Bromley, Kent, Stationer Dec 3 at 11.30 24, Railway approach, London Bridge

STONE, WILLIAM JOHN, Balsall Heath, Worcs, Builder Dec 4 at 11 25, Colmore row, Birmingham

TEMPLE, HENRY FOUNTAIN, Whaplode Drove, Lincs, Farmer Dec 10 at 10.30 Court House, King's Lynn

THOMAS, JOHN EVAN, Llandovery, Carmarthenshire, Chemist Dec 13 at 2 Off Rec, 11, Quay st, Carmarthen

WHEATLEY, MALCOLM L., Finsbury pavement, Auctioneer Dec 4 at 12 33, Carey st, Lincoln's inn fields

WILLIAMS, HERBERT MICHAEL, Sutherland place, Bayswater, Major in the Middlesex Regiment Jan 5 at 12 33, Carey st, Lincoln's inn fields

WILLIAMSON, THOMAS, Gateshead, Durham, Painter Dec 4 at 3.15 Off Rec, Pink lane, Newcastle on Tyne

WILMSHURST, ARTHUR, Willaston, Cheshire, Commission Agent Dec 10 at 10.45 Royal Hotel, Crewe

WILSON, FREDERICK, Walkington, nr Beverley, Yorks, Innkeeper Dec 2 at 11 Off Rec, Trinity House lane, Hull

WOOLL, CHRISTOPHER CLEMENTS, South grove, Walthamstow, Grocer Dec 4 at 11 33, Carey st, Lincoln's inn fields

WRIGHT ALEXANDER, Hartlepool, Boot Repairer Dec 4 at 12.30 Off Rec, 25, John st, Sunderland

ADJUDICATIONS.

BELL, GEORGE HUNTER, Newtown, Montgomeryshire, Music Seller Newtown Pet Nov 19 Ord Nov 20

BEADLE, WILLIAM, Penge, Surrey, Plumber Croydon Pet Nov 20 Ord Nov 20

BENNETT, WILLIAM, Swansea, Shoemaker Swansea Pet Nov 20 Ord Nov 20

BRASTED, CHARLES, Brightlingsea, Essex, Mariner Colchester Pet Nov 21 Ord Nov 21

BURNETT, CHRISTOPHER, Farfield Farm, nr Whitby, Yorks, Farmer Stockton on Tees and Middlesborough Pet Nov 21 Ord Nov 21
BURTON, JOSEPH, Ruswarp, nr Whitby, Yorks, Innkeeper Stockton on Tees and Middlesborough Pet Oct 1 Ord Nov 20
CASTLE, JOHN ALFRED, Folkestone, Carpenter Canterbury Pet Nov 3 Ord Nov 22
COOPEY, JOSEPH, Waltham Cross, Herts, no occupation Edmonton Pet Oct 3 Ord Nov 21
DANZIGER, H M, Bow lane, Cheapside, Commission Agent High Court Pet Oct 9 Ord Nov 22
DAVIES, WILLIAM, Swansea, late Licensed Victualler Swansea Pet Nov 20 Ord Nov 20
FOSTER, FREDERICK, Burnley, Stockbroker Burnley Pet Nov 18 Ord Nov 20
FOSTER, FREDERICK, Esh, New Winning, Durham, Draper Durham Pet Nov 22 Ord Nov 22
GRAHAM, WALTER, Air st, Architect High Court Pet Oct 9 Ord Nov 21
GREEN, THOMAS, West Bromwich, late Brass Founder West Bromwich Pet Nov 19 Ord Nov 21
HARVEY, GEORGE, Dover, Licensed Victualler Canterbury Pet Nov 21 Ord Nov 21
HAWCRIDGE, WILLIAM, Manningham, Bradford, Athletic Outfitter Bradford Pet Nov 21 Ord Nov 21
JOHN, DAVID, Port Talbot, Glam, Licensed Victualler Neath Pet Nov 20 Ord Nov 20
KIRK, JOSEPH MOXON, and HENRY JOHN PERCY KIRK, Halifax, Dyers Halifax Pet Nov 8 Ord Nov 20
LIDDELL, GEORGE ALLISON, Jarrow, Durham, Provision Dealer Newcastle on Tyne Pet Nov 5 Ord Nov 21
LOWE, WILLIAM, Wordsley, Staffs, Glass Maker Stourbridge Pet Nov 12 Ord Nov 12
MOORE, HARRIETTE, Portmadoc, Carnarvonshire, Mineral Water Manfacturer Portmadoc Pet Oct 21 Ord Nov 15
NAYLOR, WALTER JAMES, Naylor's Wharf, Rotherhithe, Coal Merchant High Court Pet Oct 3 Ord Nov 22
NICHOLSON, G, Aber, nr Bangor, Gent Bangor Pet Aug 30 Ord Nov 22
OWEN, RICHARD FOSTER, Holloway rd, Upper Holloway, Physician High Court Pet Nov 5 Ord Nov 22
PARTRIDGE, JOSEPH, Wavendon, Bucks, Licensed Victualler Northampton Pet Nov 20 Ord Nov 20
PATTISON, WILLIAM, Whitby, Yorks, Grocer Stockton on Tees and Middlesborough Pet Nov 20 Ord Nov 21
POWELL, JAMES, Newport, Mon, Grocer Newport, Mon Pet Nov 17 Ord Nov 22
PRESCOTT, JAMES, Manchester, Commission Agent Manchester Pet Oct 29 Ord Nov 20
RICE, THOMAS HENRY, Ewell, Surrey, Licensed Victualler Croydon Pet Oct 27 Ord Nov 19
SANDFORD, ALFRED ERNEST, Tyldesley, Lancs, Grocer Bolton Pet Nov 20 Ord Nov 20
SAVAGE, ARTHUR WILLIAM, High st, Camden Town, Grocer High Court Pet Oct 25 Ord Nov 20
STANFORD, THOMAS GEORGE, Sydenham, Kent, Meat Salesman's Clerk Greenwich Pet Nov 12 Ord Nov 19
STEVENS, JOHN, Little Everdon, Northamptonshire, Wine Merchant Northampton Pet Nov 19 Ord Nov 19
STORR, JOHN HARDY, Westgate on Sea, Builder Canterbury Pet Oct 8 Ord Nov 19
STRACHAN, GEORGE, late Copthall bldgs, Throgmorton st, Stockbroker High Court Pet Nov 6 Ord Nov 21
THOMAS, BENJAMIN, Penydarren, Merthyr Tydfil, Sugar Boiler Merthyr Tydfil Pet Nov 19 Ord Nov 20
THOMAS, JOHN EVAN, Llandovery, Carmarthenshire, Chemist Carmarthen Pet Nov 15 Ord Nov 15
TODD, PERCY BROMFIELD, Barnet, Herts, Stockbroker Barnet Pet Jan 29 Ord Nov 19
VAN DER LINDE, SIMON, High st, Whitechapel, Manager to a Meat Salesman High Court Pet Nov 19 Ord Nov 22
WILDING, DAVID, Nechells, Birmingham, Baker Birmingham Pet Nov 6 Ord Nov 17

SALE OF ENSUING WEEK.

Dec. 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Reversions, Policies, &c. (see advertisement this week, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.